

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, February 24, 2020

6:30 PM

2nd Floor Conference Room

Special Called Meeting

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Elaine Puckett

Councilmember Matt Myers

Councilmember Bruce Gaynor

A. Call to Order by Craig Newton
PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES

B. Roll Call (recorded)

PH. Public Hearings

D. Items for Discussion

1. [20-5640](#) **Ratification of Service Delivery Strategy Documents**
[Resolution to Execute SDS Doc](#)
[B - 2019 Joint Resolution Creating Special Service District for Fire-EMS](#)
[C - 2019 Joint Resolution Creating a Special Service District For Police Services](#)
[D - 2019 Resolution Creating a Special Service District for Loganville](#)
[E - 2019 Resolution Creating a Special Service District for Development](#)
[Enforcement Services](#)
[F - IGA to Provide Fire and EMS 2019](#)
[G - IGA to Provide Police Services Within a Police Service District City](#)
[H - IGA to Provide EMS Within The Loganville EMS District 2019](#)
[I - IGA to Provide 911 Services](#)
[J - IGA to Make and Receive Payments 2020](#)
[Form 4 Certifications - Norcross](#)

E. Adjourn to Executive Session Legal Personnel, and Real Estate

F. Signed by _____ Mayor Craig Newton

G. Attest _____ Monique Lang, City Clerk



City of Norcross

Legislation Details (With Details)

65 Lawrenceville Street
Norcross, GA 30071

770-448-2122

770-242-0824

File#:	20-5640	Version:	
Type:	Agenda Item	Status:	Agenda Ready
File Created:	2/21/2020	In Control:	Special Called Meeting
On Agenda:	2/24/2020 6:30 PM	Status:	Reviewed
Title:	Ratification of Service Delivery Strategy Documents		

Sponsors:

Code Sections:

Attachments:

1. [Resolution to Execute SDS Docs](#)
2. [B - 2019 Joint Resolution Creating Special Service District for Fire-EMS](#)
3. [C - 2019 Joint Resolution Creating a Special Service District For Police Services](#)
4. [D - 2019 Resolution Creating a Special Service District for Loganville EMS](#)
5. [E - 2019 Resolution Creating a Special Service District for Development Enforcement Services](#)
6. [F - IGA to Provide Fire and EMS 2019](#)
7. [G - IGA to Provide Police Services Within a Police Service District City](#)
8. [H - IGA to Provide EMS Within The Loganville EMS District 2019](#)
9. [I - IGA to Provide 911 Services](#)
10. [J - IGA to Make and Receive Payments 2020](#)
11. [Form 4 - Certifications Norcross](#)

Title
Ratification of Service Delivery Strategy Documents

Drafter
Rudolph Smith

STATE OF GEORGIA**COUNTY OF GWINNETT****A JOINT RESOLUTION APPROVING A REVISED SERVICE DELIVERY STRATEGY AND AUTHORIZING EXECUTION OF DOCUMENTS TO COMPLETE THE SERVICE DELIEVRY STRATEGY AND SUBMIT TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS**

WHEREAS, in 1997, the Georgia General Assembly adopted legislation governing service delivery in Georgia which is codified in Chapter 70 of Title 36 of the Official Code of Georgia Annotated; and

WHEREAS, the intent of this law is to minimize any inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use; and

WHEREAS, Gwinnett County (hereinafter “County”) and all Cities lying wholly or partially within Gwinnett County (hereinafter “Cities”) are currently operating under a Service Delivery Strategy Agreement that was finalized on February 7, 2012; and

WHEREAS, this Service Delivery Strategy Agreement was amended in 2014 to add the City of Peachtree Corners following the City’s incorporation and transition period; and

WHEREAS, the County and the Cities extended their Service Delivery Strategy until February 28, 2020; and

WHEREAS, in accordance with O.C.G.A. § 36-70-28, the County and the Cities have reviewed their existing Service Delivery Strategy; and

WHEREAS, the County and the Cities have engaged in negotiations concerning their Service Delivery Strategy and have reached agreement on a revised Service Delivery Strategy; and

WHEREAS, the County and the Cities have agreed upon Resolutions and Intergovernmental Agreements concerning certain services included within the Service Delivery Strategy Agreement; and

WHEREAS, the County and the Cities believe that the revised Service Delivery Strategy is in the best interests of all of the citizens of Gwinnett County; and

WHEREAS, the County and the Cities desire to authorize the execution of all documents necessary to implement the revised Service Delivery Strategy and the agreements of the County and the Cities; and

WHEREAS, the County and the Cities further desire to authorize their respective staffs to work together to finalize and submit the revised Service Delivery Strategy Agreement to the Georgia Department of Community Affairs.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1.

The County and the Cities approve and authorize the appropriate signatories to execute the following documents in substantially the form attached hereto:

- A. The Service Delivery Strategy as set forth on the Georgia Department of Community Affairs' Service Delivery Strategy Forms 1 through 4 (attached hereto as Exhibit "A" and incorporated herein by reference)
- B. Joint Resolution Modifying and Continuing a Special Service District For Fire and Emergency Medical Services (attached hereto as Exhibit "B" and incorporated herein by reference)
- C. Joint Resolution Modifying and Continuing a Special Service District For Police Services (attached hereto as Exhibit "C" and incorporated herein by reference)
- D. Joint Resolution Modifying and Continuing a Special Service District for Loganville Emergency Medical Services (attached hereto as Exhibit "D" and incorporated herein by reference)
- E. Gwinnett County's Resolution Modifying and Continuing a Special Service District for Development and Enforcement Services (attached hereto as Exhibit "E" and incorporated herein by reference)

- F. Intergovernmental Agreement to Provide Fire and Emergency Medical Services
(attached hereto as Exhibit “F” and incorporated herein by reference)
- G. Intergovernmental Agreement to Provide Police Services Within a Police Service
District (attached hereto as Exhibit “G” and incorporated herein by reference)
- H. Intergovernmental Agreement to Provide Emergency Medical Services Within the
Loganville EMS District (attached hereto as Exhibit “H” and incorporated herein by
reference)
- I. Intergovernmental Agreement to Provide 911 Services (attached hereto as Exhibit “I”
and incorporated herein by reference)
- J. Intergovernmental Agreement to Make and Receive Payments (attached hereto as
Exhibit “J” and incorporated herein by reference) (It is expressly agreed that this
Intergovernmental Agreement does not constitute part of the required submission to
the Georgia Department of Community Affairs.)

2.

The County and the Cities further direct staff to prepare and finalize any and all documents necessary to file and effectuate the Service Delivery Strategy Agreement among the parties.

3.

Upon final execution, the County and Cities hereby approve and authorize the delivery of the Service Delivery Strategy attached as Exhibit “A,” and documents referenced therein, to the Georgia Department of Community Affairs as provided by the Service Delivery Strategy Act.

4.

The County and the Cities recognize that the documents referenced in this Resolution will require staff to take actions to comply with the terms of the Service Delivery Strategy among

the parties. Accordingly, the County and the Cities authorize staff to take any and all actions necessary to implement the terms of the documents referenced herein. Such actions may include, but are not limited to, the following:

- A. Direction to staff to revise the services as directed by the documents.
- B. Authorization for staff to make minor changes that do not alter the overall Service Delivery Strategy Agreement and to correct any scrivener's errors associated with any and all Service Delivery Strategy documents.

5.

Any and all prior resolutions or agreements which are in conflict with this Resolution are hereby repealed to the extent of such conflict.

6.

This Resolution shall become effective immediately upon execution by the parties.

SO RESOLVED this the ____ day of February, 2020.

THE CITY OF AUBURN

BY: _____
LINDA BLECHINGER, MAYOR

ATTEST:

BY: _____
JOYCE BROWN
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
ROBERT JACKSON WILSON
ROBERT JACKSON WILSON, PC
10 LUMPKIN STREET
LAWRENCEVILLE, GEORGIA 30046

THE CITY OF BERKELEY LAKE

BY: _____
LOIS D. SALTER, MAYOR

ATTEST:

BY: _____
TOM ROZIER
CITY ADMINISTRATOR/
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
RICHARD A. CAROTHERS
CAROTHERS & MITCHELL, LLC
1809 BUFORD HIGHWAY
BUFORD, GEORGIA 30518

Attachment: Resolution to Execute SDS Docs (20-5640 : Ratification of Service Delivery Strategy Documents)

THE TOWN OF BRASELTON

BY: _____
BILL ORR, MAYOR

ATTEST:

BY: _____
JENNIFER SCOTT
TOWN MANAGER/CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
GREGORY D. JAY
CHANDLER, BRITT, & JAY, LLC
P. O. BOX 1749
BUFORD, GEORGIA 30515-1749

THE CITY OF BUFORD

BY: _____
PHILLIP BEARD
COMMISSION CHAIRMAN

ATTEST:

BY: _____
KIM C. WOLFE
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
GREGORY D. JAY
CHANDLER, BRITT, & JAY, LLC
P. O. BOX 1749
BUFORD, GEORGIA 30515-1749

Attachment: Resolution to Execute SDS Docs (20-5640 : Ratification of Service Delivery Strategy Documents)

THE CITY OF DACULA

BY: _____
TREY KING, MAYOR

ATTEST:

BY: _____
JOEY MURPHY
CITY ADMINSTRATOR/CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
ROBERT JACKSON WILSON
ROBERT JACKSON WILSON, PC
10 LUMPKIN STREET
LAWRENCEVILLE, GEORGIA 30046

THE CITY OF DULUTH

BY: _____
NANCY HARRIS, MAYOR

ATTEST:

BY: _____
TERESA LYNN
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
V. LEE THOMPSON, JR.
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.
P. O. BOX 1250
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF GRAYSON

BY: _____
ALLISON WILKERSON, MAYOR

ATTEST:

BY: _____
LAURA PAUL-CONE
CITY ADMINISTRATOR/
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
V. LEE THOMPSON, JR.
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.
P. O. BOX 1250
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF LAWRENCEVILLE

BY: _____
DAVID STILL, MAYOR

ATTEST:

BY: _____
KAREN PIERCE
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
V. LEE THOMPSON JR.
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.
P. O. BOX 1250
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF LILBURN

BY: _____
JOHNNY CRIST, MAYOR

ATTEST:

BY: _____
MELISSA PENATE
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
RICHARD A. CAROTHERS
CAROTHERS & MITCHELL, LLC
1809 BUFORD HIGHWAY
BUFORD, GEORGIA 30518

THE CITY OF LOGANVILLE

BY: _____
REY MARTINEZ, MAYOR

ATTEST:

BY: _____
DANNY ROBERTS
CITY MANAGER/CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
C. ROBIN WYATT
C. ROBIN WYATT, PC
2194 NORTH ROAD
P.O. BOX 851
SNELLVILLE, GEORGIA 30078

Attachment: Resolution to Execute SDS Docs (20-5640 : Ratification of Service Delivery Strategy Documents)

THE CITY OF NORCROSS

BY: _____
CRAIG NEWTON, MAYOR

ATTEST:

BY: _____
MONIQUE LANG
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
J. PATRICK O'BRIEN
THOMPSON, O'BRIEN, KEMP & NASUTI, P.C.
40 TECHNOLOGY PARKWAY SOUTH, SUITE 300
NORCROSS, GEORGIA 30092

THE CITY OF PEACHTREE CORNERS

BY: _____
MIKE MASON, MAYOR

ATTEST:

BY: _____
KYM CHERECK
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
WILLIAM F. RILEY, JR.
RILEY MCCLENDON, LLC
315 WASHINGTON AVENUE
MARIETTA, GEORGIA 30060

THE CITY OF REST HAVEN

BY: _____
KENNETH WAYCASTER, MAYOR

ATTEST:

BY: _____
MONICA JACOBS
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
GREGORY D. JAY
CHANDLER, BRITT, & JAY, LLC
P. O. BOX 1749
BUFORD, GEORGIA 30515-1749

THE CITY OF SNELLVILLE

BY: _____
BARBARA BENDER, MAYOR

ATTEST:

BY: _____
MELISA ARNOLD
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
ANTHONY O. L. POWELL
POWELL & EDWARDS ATTORNEYS AT LAW, PC
P.O. BOX 1362
LAWRENCEVILLE, GEORGIA 30046

THE CITY OF SUGAR HILL

BY: _____
STEVE EDWARDS, MAYOR

ATTEST:

BY: _____
JANE WHITTINGTON
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
V. LEE THOMPSON, JR.
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.
P. O. BOX 1250
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF SUWANEE

BY: _____
JIMMY BURNETTE, MAYOR

ATTEST:

BY: _____
ELVIRA ROGERS
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
GREGORY D. JAY
CHANDLER, BRITT, JAY & BECK, LLC
P. O. BOX 1749
BUFORD, GEORGIA 30515-1749

**BOARD OF COMMISSIONERS OF
GWINNETT COUNTY, GEORGIA**

BY: _____
CHARLOTTE J. NASH, CHAIRMAN

ATTEST:

BY: _____
DIANE KEMP, COUNTY CLERK
(SEAL)

APPROVED AS TO FORM:

MICHAEL P. LUDWICZAK
COUNTY ATTORNEY
GWINNETT COUNTY LAW DEPARTMENT
GWINNETT JUSTICE AND ADMINISTRATION CENTER
75 LANGLEY DRIVE
LAWRENCEVILLE, GEORGIA 30046-1250

Attachment: Resolution to Execute SDS Docs (20-5640 : Ratification of Service Delivery Strategy Documents)

**Joint Resolution Modifying and Continuing a Special Service District
For Fire and Emergency Medical Services**

WHEREAS, Gwinnett County (hereinafter “County”) and the Cities of Auburn, Berkeley Lake, Braselton, Buford, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Norcross, Peachtree Corners, Rest Haven, Snellville, Sugar Hill, and Suwanee (hereinafter collectively the “Cities”), have engaged in negotiations to formulate a new and updated Service Delivery Strategy to serve the needs of all of their citizens, provide for funding equity, and to comply with the Service Delivery Strategy Act; and

WHEREAS, Article 9, Section 2, Paragraph 6 of the Georgia Constitution provides that special districts may be created for the provision of local government services within such districts; and

WHEREAS, said Article 9, Section 2 and Paragraph 6 of the Georgia Constitution provides that fees, assessments, and taxes may be levied and collected within such districts to pay the cost of providing such services therein and to construct and maintain facilities therefor; and

WHEREAS, said Article 9, Section 2 and Paragraph 6 of the Georgia Constitution provides that special districts may be created by municipal or county ordinance or resolution; and

WHEREAS, Article 9, Section 3, Paragraph 1 of the Georgia Constitution provides that cities and counties may enter into Intergovernmental Agreements for terms not exceeding fifty (50) years for the provision of services, for the provision of joint services, or for the joint or separate use of facilities or equipment; and

WHEREAS, the County and the Cities created a Fire and Emergency Medical Services District (hereinafter “Fire and EMS District”) by Joint Resolution dated February 7, 2012; and

WHEREAS, the County and the Cities also entered into an Intergovernmental Agreement concerning the provision of Fire and Emergency Medical Services on February 7, 2012; and

WHEREAS, as part of the required Service Delivery Strategy Update, the County and the Cities have reviewed the existing Fire and EMS District and the existing Intergovernmental Agreement to Provide Fire and Emergency Medical Services; and

WHEREAS, the County and the Cities recognize the need to continue the Fire and EMS District with certain modifications to better serve the needs of all of their citizens; and

WHEREAS, the County and the Cities have entered into a new Intergovernmental Agreement, contemporaneously with this Resolution, concerning the provision of Fire and Emergency Medical Services to modify and continue the provision of Fire and Emergency Medical Services consistent with this Resolution and to meet the current needs of all of the citizens of the County and the Cities;

NOW THEREFORE, it is hereby resolved by the Board of Commissioners of Gwinnett County and the governing bodies of each of the Cities that:

1. Pursuant to the provisions of the Georgia Constitution and the Intergovernmental Agreement entered into by the County and the Cities, a special district known as the Fire and EMS District is hereby continued as set forth in this Resolution and such special district shall consist of the unincorporated area of Gwinnett County and the incorporated areas of the Cities located within Gwinnett County except for that part of the City of Loganville that is located in Gwinnett County. The boundaries of the Fire and EMS District shall adjust accordingly in the event of the annexation of an unincorporated area by the City of Loganville and the Fire and EMS District shall survive all such changes.
2. The County shall provide fire protection, response, planning, inspection, investigation, and related fire services and emergency medical services within the Fire and EMS District, including response and transport activities. These services may be modified by the County based upon its determination of public necessity, statutory or regulatory requirements, or business or financial necessity, provided that any such modification shall affect the Fire and EMS District in a uniform and non-discriminatory manner.

3. The revenues required to fund the provision of Fire and Emergency Medical Services within the Fire and EMS District, including the construction and maintenance of facilities and the acquisition and maintenance of equipment, shall be derived from fire fees, fire plan review fees, other related fire fees, ambulance fees, other fees related to EMS Services, assessments, and property taxes levied and collected by the County solely within the Fire and EMS District, and the issuance of debt as permitted by law.
4. The millage rate to be applied to the Fire and EMS District will be determined and levied by the County. The Cities, by virtue of this Joint Resolution, expressly authorize the County to levy said millage rate on property located within the corporate limits of the Cities. Gwinnett County taxpayers in the Cities participating in the Fire and EMS District and taxpayers in unincorporated Gwinnett County will be assessed at a uniform millage rate for Fire and Emergency Medical Services for the life of the Fire and EMS District. All homestead exemptions from ad valorem taxation provided by law shall be applied to property within the Fire and EMS District.
5. There shall be continued a separate Fire and EMS District Fund in order to properly segregate the financial matters and records of the Fire and EMS District. Costs, including but not limited to administrative costs as determined through an indirect cost allocation, and revenues attributable to the Fire and EMS District shall be accounted for in the Fire and EMS District Fund in accordance with Generally Accepted Accounting Principles, recommendations by the Government Finance Officers Association, and in compliance with local, federal and state laws.
6. The County and the Cities agree that this Resolution is not intended to limit the permissible uses of Special Purpose Local Option Sales Tax proceeds (SPLOST) pursuant to Georgia law. SPLOST proceeds may be used for capital outlay projects as set forth in O.C.G.A. § 48-8-110 et seq.

7. The Fire and EMS District shall be modified in accordance with this Resolution and continued on the date of execution of this Resolution to be effective for the County's 2020 fiscal year.
8. The County and the Cities expressly agree that this Resolution, upon execution, shall govern the operation of the Fire and EMS District and shall supersede the Joint Resolution Creating a Special Service District for Fire and Emergency Medical Services adopted by the County and the Cities on February 7, 2012. The County and the Cities further expressly agree that this Agreement shall supersede any and all other agreements, or portions thereof, in conflict with this Agreement.

SO RESOLVED by official act of the Board of Commissioners of Gwinnett County and the governing bodies of each of the Cities this _____ day of February, 2020.

(Signatures on following pages)

**BOARD OF COMMISSIONERS OF
GWINNETT COUNTY, GEORGIA**

BY: _____
CHARLOTTE J. NASH, CHAIRMAN

ATTEST:

BY: _____
DIANE KEMP, COUNTY CLERK
(SEAL)

APPROVED AS TO FORM:

MICHAEL P. LUDWICZAK
COUNTY ATTORNEY
GWINNETT COUNTY LAW DEPARTMENT
GWINNETT JUSTICE AND ADMINISTRATION CENTER
75 LANGLEY DRIVE
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF AUBURN

BY: _____
LINDA BLECHINGER, MAYOR

ATTEST:

BY: _____
JOYCE BROWN
CITY CLERK
(SEAL)

THE CITY OF BERKELEY LAKE

BY: _____
LOIS D. SALTER, MAYOR

ATTEST:

BY: _____
TOM ROZIER
CITY ADMINISTRATOR/
CITY CLERK
(SEAL)

THE TOWN OF BRASELTON

BY: _____
BILL ORR, MAYOR

ATTEST:

BY: _____
JENNIFER SCOTT
TOWN MANAGER/CLERK
(SEAL)

THE CITY OF BUFORD

BY: _____
PHILLIP BEARD
COMMISSION CHAIRMAN

ATTEST:

BY: _____
KIM C. WOLFE
CITY CLERK
(SEAL)

THE CITY OF DACULA

BY: _____
TREY KING, MAYOR

ATTEST:

BY: _____
JOEY MURPHY
CITY ADMINSTRATOR/CLERK
(SEAL)

THE CITY OF DULUTH

BY: _____
NANCY HARRIS, MAYOR

ATTEST:

BY: _____
TERESA LYNN
CITY CLERK
(SEAL)

THE CITY OF GRAYSON

BY: _____
ALLISON WILKERSON, MAYOR

ATTEST:

BY: _____
LAURA PAUL-CONE
CITY ADMINISTRATOR/
CITY CLERK
(SEAL)

THE CITY OF LAWRENCEVILLE

BY: _____
DAVID STILL, MAYOR

ATTEST:

BY: _____
KAREN PIERCE
CITY CLERK
(SEAL)

THE CITY OF LILBURN

BY: _____
JOHNNY CRIST, MAYOR

ATTEST:

BY: _____
MELISSA PENATE
CITY CLERK
(SEAL)

THE CITY OF NORCROSS

BY: _____
CRAIG NEWTON, MAYOR

ATTEST:

BY: _____
MONIQUE LANG
CITY CLERK
(SEAL)

THE CITY OF PEACHTREE CORNERS

BY: _____
MIKE MASON, MAYOR

ATTEST:

BY: _____
KYM CHERECK
CITY CLERK
(SEAL)

THE CITY OF REST HAVEN

BY: _____
KENNETH WAYCASTER, MAYOR

ATTEST:

BY: _____
MONICA JACOBS
CITY CLERK
(SEAL)

THE CITY OF SNELLVILLE

BY: _____
BARBARA BENDER, MAYOR

ATTEST:

BY: _____
MELISA ARNOLD
CITY CLERK
(SEAL)

THE CITY OF SUGAR HILL

BY: _____
STEVE EDWARDS, MAYOR

ATTEST:

BY: _____
JANE WHITTINGTON
CITY CLERK
(SEAL)

THE CITY OF SUWANEE

BY: _____
JIMMY BURNETTE, MAYOR

ATTEST:

BY: _____
ELVIRA ROGERS
CITY CLERK
(SEAL)

**Joint Resolution Modifying and Continuing a Special Service District
For Police Services**

WHEREAS, Gwinnett County (hereinafter “County”) and the Cities of Berkeley Lake, Buford, Dacula, Grayson, Peachtree Corners, Rest Haven, and Sugar Hill, (hereinafter collectively “the Non-Police Cities”), have engaged in negotiations to formulate a new Service Delivery Strategy to serve the needs of all of their citizens, provide for funding equity, and to comply with the Service Delivery Strategy Act; and

WHEREAS, Article 9, Section 2, Paragraph 6 of the Georgia Constitution provides that special districts may be created for the provision of local government services within such districts; and

WHEREAS, said Article 9, Section 2 and Paragraph 6 of the Georgia Constitution provides that fees, assessments, and taxes may be levied and collected within such districts to pay the cost of providing such services therein and to construct and maintain facilities therefor; and

WHEREAS, said Article 9, Section 2 and Paragraph 6 of the Georgia Constitution provides that special districts may be created by municipal or county ordinance or resolution; and

WHEREAS, Article 9, Section 3, Paragraph 1 of the Georgia Constitution provides that cities and counties may enter into Intergovernmental Agreements for terms not exceeding fifty (50) years for the provision of services, for the provision of joint services, or for the joint or separate use of facilities or equipment; and

WHEREAS, the County and the Non-Police Cities created a Special Service District for Police Services (hereinafter “Police Service District”) by Joint Resolution dated February 7, 2012; and

WHEREAS, the County and the Non-Police Cities also entered into an Intergovernmental Agreement to Provide Police Services Within a Police Service District on February 7, 2012; and

WHEREAS, as part of the required Service Delivery Strategy Update, the County and the Non-Police Cities have reviewed the existing Police Service District and the existing Intergovernmental Agreement to Provide Police Services Within a Police Service District; and

WHEREAS, the County and the Non-Police Cities recognize the need to continue the Police Service District with certain modifications to better serve the needs of all of their citizens; and

WHEREAS, as part of the modifications, the County and the Non-Police Cities desire to enumerate the revenues which will fund the Police Service District; and

WHEREAS, the County and the Non-Police Cities have entered into a new Intergovernmental Agreement, contemporaneously with this Resolution, concerning the provision of Police Services within the Police Service District to modify and continue the provision of police services consistent with this Resolution to meet the current needs of all of the citizens of the County and the Non-Police Cities;

NOW THEREFORE, it is hereby resolved by the Board of Commissioners of Gwinnett County and the governing bodies of each of the Non-Police Cities that:

1. Pursuant to the provisions of the Georgia Constitution and the Intergovernmental Agreement entered into by the County and the Non-Police Cities, a special district known as the Police Service District is hereby continued and such special district shall consist of the unincorporated area of Gwinnett County and the incorporated areas of the Non-Police Cities located within Gwinnett County. The boundaries of the Police Service District shall be subject to the provisions of the Intergovernmental Agreement relating to Police Service District participation and shall adjust accordingly in the event of the annexation of an unincorporated area by a City that provides its own Police Services. The Police Service District shall survive all such changes in its boundaries as described herein.
2. The County shall provide the following Police Services within the Police Service District:
 - a. Accident Investigation

- b. Alcohol & Vice
- c. Asset Forfeitures
- d. Aviation
- e. Commercial Vehicle Enforcement
- f. Crime Analysis
- g. Crime Prevention
- h. Crime Scene Investigation
- i. Crime Suppression
- j. Criminal Intelligence Analysis
- k. DUI Task Force
- l. Field Intelligence
- m. Gang Unit
- n. Highway Interdiction
- o. Joint Terrorism Task Force
- p. K-9 Teams
- q. Motor Unit
- r. Narcotics
- s. Park Police
- t. Persons/Property Investigations
- u. Property/Evidence
- v. Red Light Camera Enforcement
- w. Scene Investigation
- x. General Law Enforcement Administration
- y. Technical Support
- z. Uniform Police Patrol
- aa. Prosecution of Traffic Violations Occurring within any Non-Police Cities and the

unincorporated area of Gwinnett County.

These services may be modified by the County based upon its determination of public necessity, statutory or regulatory requirements, or business or financial necessity, provided that any such modifications shall affect the Police Service District in a uniform and non-discriminatory manner.

3. The costs associated with the Police Service District shall include, but not be limited to, administrative costs as determined through an indirect cost allocation, the costs associated with the Gwinnett County Recorder's Court and Clerk's office, and the portion of the Solicitor's office assigned to prosecute cases within the Recorder's Court.
4. Police Services provided within the Police Service District, including the construction and maintenance of facilities and the acquisition and maintenance of equipment, shall be funded through unincorporated area revenues generated by insurance premium taxes, and fines, forfeitures, and fees of the Recorder's Court and Clerk's office, other related fees and revenues, assessments, and property taxes levied and collected by the County solely within the Police Service District, and the issuance of debt as permitted by law.
5. The millage rate to be applied to the Police Service District will be determined and levied by the County. The Non-Police Cities, by virtue of this Joint Resolution, expressly authorize the County to levy said millage rate on property located within the corporate limits of the Non-Police Cities. Taxpayers in the Non-Police Cities participating in the Police Service District and taxpayers in unincorporated Gwinnett County will be assessed at a uniform millage rate for Police Services for the life of the Police Service District. All homestead exemptions from ad valorem taxation provided by law shall be applied to property within the Police Service District.
6. There shall be continued a separate Police Service District Fund in order to properly segregate the financial matters and records of the Police Service District. Costs and revenues attributable to the Police Service District shall be accounted for in the Police

Service District Fund in accordance with Generally Accepted Accounting Principles, recommendations by the Government Finance Officers Association, and in compliance with local, federal and state laws.

7. The County and the Non-Police Cities agree that this Resolution is not intended to limit the permissible uses of Special Purpose Local Option Sales Tax proceeds (SPLOST) pursuant to Georgia law. SPLOST proceeds may be used for capital outlay projects as set forth in O.C.G.A. § 48-8-110 et seq.
8. The Police Service District shall be modified in accordance with this Resolution and continued on the date of execution of this Resolution to be effective for the County's 2020 fiscal year.
9. The County and the Non-Police Cities expressly agree that this Resolution, upon execution, shall govern the operation of the Police Service District and shall supersede the Joint Resolution Creating a Special Service District for Police Services adopted by the County and the Non-Police Cities on February 7, 2012. The County and the Non-Police Cities further expressly agree that this Agreement shall supersede any and all other agreements, or portions thereof, in conflict with this Agreement.

SO RESOLVED by official act of the Board of Commissioners of Gwinnett County and the governing bodies of each of the Non-Police Cities this _____ day of February, 2020.

(Signatures on following pages)

**BOARD OF COMMISSIONERS OF
GWINNETT COUNTY, GEORGIA**

BY: _____
CHARLOTTE J. NASH, CHAIRMAN

ATTEST:

BY: _____
DIANE KEMP, COUNTY CLERK
(SEAL)

APPROVED AS TO FORM:

MICHAEL P. LUDWICZAK
COUNTY ATTORNEY
GWINNETT COUNTY LAW DEPARTMENT
GWINNETT JUSTICE AND ADMINISTRATION CENTER
75 LANGLEY DRIVE
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF BERKELEY LAKE

BY: _____
LOIS D. SALTER, MAYOR

ATTEST:

BY: _____
TOM ROZIER
CITY ADMINISTRATOR/
CITY CLERK
(SEAL)

THE CITY OF BUFORD

BY: _____
PHILLIP BEARD
COMMISSION CHAIRMAN

ATTEST:

BY: _____
KIM C. WOLFE
CITY CLERK
(SEAL)

THE CITY OF DACULA

BY: _____
TREY KING, MAYOR

ATTEST:

BY: _____
JOEY MURPHY
CITY ADMINISTRATOR/CLERK
(SEAL)

THE CITY OF GRAYSON

BY: _____
ALLISON WILKERSON, MAYOR

ATTEST:

BY: _____
LAURA PAUL-CONE
CITY ADMINISTRATOR/
CITY CLERK
(SEAL)

THE CITY OF PEACHTREE CORNERS

BY: _____
MIKE MASON, MAYOR

ATTEST:

BY: _____
KYM CHERECK
CITY CLERK
(SEAL)

THE CITY OF REST HAVEN

BY: _____
KENNETH WAYCASTER, MAYOR

ATTEST:

BY: _____
MONICA JACOBS
CITY CLERK
(SEAL)

THE CITY OF SUGAR HILL

BY: _____
STEVE EDWARDS, MAYOR

ATTEST:

BY: _____
JANE WHITTINGTON
CITY CLERK
(SEAL)

**Joint Resolution Modifying and Continuing a Special Service District
For Loganville Emergency Medical Services**

WHEREAS, Gwinnett County (hereinafter “County”) and the City of Loganville (hereinafter “Loganville”) have engaged in negotiations to formulate a new and updated Service Delivery Strategy to serve the needs of their citizens, provide for funding equity, and to comply with the Service Delivery Strategy Act; and

WHEREAS, Article 9, Section 2, Paragraph 6 of the Georgia Constitution provides that special districts may be created for the provision of local government services within such districts; and

WHEREAS, said Article 9, Section 2 and Paragraph 6 of the Georgia Constitution provides that fees, assessments, and taxes may be levied and collected within such districts to pay the cost of providing such services therein and to construct and maintain facilities therefor; and

WHEREAS, said Article 9, Section 2 and Paragraph 6 of the Georgia Constitution provides that special districts may be created by municipal or county ordinance or resolution; and

WHEREAS, Article 9, Section 3, Paragraph 1 of the Georgia Constitution provides that cities and counties may enter into Intergovernmental Agreements for terms not exceeding fifty (50) years for the provision of services, for the provision of joint services, or for the joint or separate use of facilities or equipment; and

WHEREAS, the County and Loganville created an Emergency Medical Services District (hereinafter “Loganville EMS District”) for Loganville by Joint Resolution dated February 7, 2012; and

WHEREAS, the County and Loganville also entered into an Intergovernmental Agreement concerning the provision of Emergency Medical Services within the Loganville EMS District on February 7, 2012; and

WHEREAS, as part of the required Service Delivery Strategy Update, the County and Loganville have reviewed the existing Loganville EMS District and the existing Intergovernmental Agreement to Provide Emergency Medical Services within the Loganville EMS District; and

WHEREAS, the County and Loganville recognize the need to continue the Loganville EMS District with certain modifications to better serve the needs of all of their citizens; and

WHEREAS, the County and Loganville have entered into a new Intergovernmental Agreement, contemporaneously with this Resolution, concerning the provision of Emergency Medical Services within the Loganville EMS District to modify and continue the provision of Emergency Medical Services consistent with this Resolution to meet the current needs of all of the citizens of the County and Loganville;

NOW THEREFORE, it is hereby resolved by the Board of Commissioners of the County and the governing body of Loganville that:

1. Pursuant to the provisions of the Georgia Constitution and the Intergovernmental Agreement entered into by the County and Loganville, a special district known as the Loganville EMS District is hereby continued and such special district shall consist of the incorporated area of Loganville located within Gwinnett County. The boundaries of the Loganville EMS shall adjust accordingly in the event of the annexation of an unincorporated area by Loganville and the Loganville EMS District shall survive all such changes. In the event that Loganville exercises its right to opt out of Emergency Medical Services (hereinafter "EMS services") provided by the County, the Loganville EMS District shall stand dissolved as of the effective date of the election.
2. The County shall provide EMS services, including ambulance services, and other services associated with the provision of EMS services and required to be provided with EMS services, within the Loganville EMS District. These services may be modified by the County based upon its determination of public necessity, statutory or regulatory

requirements, or business or financial necessity, provided that any such modification shall affect the Loganville EMS District in a uniform and non-discriminatory manner.

3. There shall be continued a separate Loganville EMS District Fund in order to properly segregate the financial matters and records of the Loganville EMS District. Costs, including but not limited to, administrative costs as determined through an indirect cost allocation and revenues attributable to the Loganville EMS District shall be accounted for in the Loganville EMS District Fund in accordance with Generally Accepted Accounting Principles, recommendations by the Government Finance Officers Association, and in compliance with local, federal and state laws.
4. The Fund Balance held in the Loganville EMS District Fund as of the date of adoption of this Resolution shall remain to continue to fund the services of the Loganville EMS District.
5. Once the funds remaining in the Loganville EMS District Fund described in Paragraph 4 herein are depleted, then property taxes may be collected to fund the District. The revenues required to fund the provision of EMS services within the Loganville EMS District, including the construction and maintenance of facilities and the acquisition and maintenance of equipment, shall be derived from ambulance fees, other fees related to EMS Services, assessments, and property taxes levied and collected by the County solely within the Loganville EMS District, and the issuance of debt as permitted by law.
6. The millage rate to be applied to the Loganville EMS District will be determined and levied by the County. Loganville, by virtue of this Joint Resolution, expressly authorizes the County to levy said millage rate on property located within the corporate limits of Loganville when necessary to continue the operations of the Loganville EMS District. All homestead exemptions from ad valorem taxation provided by law shall be applied to property within the Loganville EMS District.
7. Any tax to be assessed against the Loganville EMS District (and the only tax assessed within the Loganville EMS District) shall be based upon costs using the following formula:

- i. Expenditures and revenues shall be based on the current year's total budgeted figures for the Fire and EMS District Fund.
 - ii. Current year's certified digest.
 - iii. Net Cost for EMS services shall be 20% of the expenditures of the County Fire and Emergency Services Department less all revenues collected for ambulance fees and other related emergency medical services.
 - iv. Net Cost shall be multiplied by the Loganville's percentage of the current year's certified county-wide net tax digest.
8. The County and Loganville agree that this Resolution is not intended to limit the permissible uses of Special Purpose Local Option Sales Tax proceeds (SPLOST) pursuant to Georgia law. SPLOST proceeds may be used for capital outlay projects as set forth in O.C.G.A. § 48-8-110 et seq.
9. The Loganville EMS District shall be modified in accordance with this Resolution and continued on the date of execution of this Resolution to be effective for the County's 2020 fiscal year.
10. The County and Loganville expressly agree that this Resolution, upon execution, shall govern the operation of the Loganville EMS District and shall supersede the Joint Resolution Creating a Special Service District for Loganville Emergency Medical Services adopted by Gwinnett County and Loganville on February 7, 2012.

SO RESOLVED by official act of the Board of Commissioners of Gwinnett County and the governing body of Loganville this _____ day of February, 2020.

(Signatures on following pages)

**BOARD OF COMMISSIONERS OF
GWINNETT COUNTY, GEORGIA**

BY:

CHARLOTTE J. NASH, CHAIRMAN

Attest:

DIANE KEMP, COUNTY CLERK
(SEAL)

APPROVED AS TO FORM:

MICHAEL P. LUDWICZAK
COUNTY ATTORNEY
GWINNETT COUNTY LAW DEPARTMENT
GWINNETT JUSTICE AND ADMINISTRATION CENTER
75 LANGLEY DRIVE
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF LOGANVILLE

BY: _____
REY MARTINEZ, MAYOR

ATTEST:

BY: _____
DANNY ROBERTS
CITY MANAGER/CITY CLERK
(SEAL)

**Resolution Modifying and Continuing a Special Service District for
Development and Enforcement Services**

WHEREAS, Gwinnett County (hereinafter “County”) and the Cities of Auburn, Berkeley Lake, Braselton, Buford, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Loganville, Norcross, Peachtree Corners, Rest Haven, Snellville, Sugar Hill, and Suwanee (hereinafter collectively “the Cities”), have engaged in negotiations to formulate a new and updated Service Delivery Strategy to serve the needs of all of the citizens of the entire County, provide for funding equity, and to comply with the Service Delivery Strategy Act; and

WHEREAS, Article 9, Section 2, Paragraph 6 of the Georgia Constitution provides that special districts may be created for the provision of local government services within such districts; and

WHEREAS, said Article 9, Section 2 and Paragraph 6 of the Georgia Constitution provides that fees, assessments, and taxes may be levied and collected within such districts to pay the cost of providing such services therein and to construct and maintain facilities therefor; and

WHEREAS, said Article 9, Section 2 and Paragraph 6 of the Georgia Constitution provides that special districts may be created by county ordinance or resolution; and

WHEREAS, in 2012, the County created a Development and Enforcement District for the County’s 2013 fiscal year as part of Service Delivery Strategy Agreement between the County and the Cities; and

WHEREAS, the County desires to make certain modifications to the Development and Enforcement District to be consistent with the revised and updated Service Delivery Strategy Agreement between the County and the Cities.

NOW THEREFORE, it is hereby resolved by the Board of Commissioners of Gwinnett County that:

1. Pursuant to the provisions of the Georgia Constitution, a special district known as the Development and Enforcement District is hereby modified and continued. Such special

district shall consist of the unincorporated area of Gwinnett County. The boundaries of the Development and Enforcement District shall adjust accordingly in the event of the annexation of an unincorporated area by a City. The Development and Enforcement District shall survive all such changes in its boundaries as described herein.

2. The County shall provide planning, development, plan review, permitting, building inspections, zoning and code enforcement services within the Development and Enforcement District. These services may be modified by the County based upon its determination of public necessity, statutory or regulatory requirements, or business or financial necessity.
3. The costs associated with the Development and Enforcement district shall include the cost of all services associated with planning, development, permitting, zoning and code enforcement services provided within the unincorporated area of Gwinnett County.
4. The County shall fund the provision of services within the Development and Enforcement District, including the construction and maintenance of facilities and the acquisition and maintenance of equipment, through zoning fees, building and development fees, related license fees, regulatory fees, billboard fees, cell tower regulatory fees, other related fees, assessments and property taxes levied and collected by Gwinnett County solely within the Development and Enforcement District, and the issuance of debt as permitted by law.
5. The millage rate to be applied to the Development and Enforcement District will be determined and levied by the County. All homestead exemptions from ad valorem taxation provided by law shall be applied to property within the Development and Enforcement District.
6. There shall be continued a separate Development and Enforcement District Fund in order to properly segregate the financial matters and records of the Development and Enforcement District. Costs, including but not limited to administrative costs as determined through an indirect cost allocation, and revenues attributable to this special

district shall be accounted for in the Development and Enforcement District Fund in accordance with Generally Accepted Accounting Principles, recommendations by the Government Finance Officers Association, and in compliance with local, federal and state laws.

7. This Resolution is not intended to limit the permissible uses of Special Purpose Local Option Sales Tax proceeds (SPLOST) pursuant to Georgia law. SPLOST proceeds may be used for capital outlay projects as set forth in O.C.G.A. § 48-8-110 et seq.
8. The Development and Enforcement District shall be modified in accordance with this Resolution and continued on the date of execution of this Resolution to be effective for the County's 2020 fiscal year.

SO RESOLVED by official act of the Board of Commissioners of Gwinnett County this ____ day of February, 2020.

**BOARD OF COMMISSIONERS OF
GWINNETT COUNTY, GEORGIA**

BY:

CHARLOTTE J. NASH, CHAIRMAN

Attest:

DIANE KEMP, COUNTY CLERK (SEAL)

APPROVED AS TO FORM:

MICHAEL P. LUDWICZAK
COUNTY ATTORNEY

STATE OF GEORGIA

COUNTY OF GWINNETT

INTERGOVERNMENTAL AGREEMENT TO PROVIDE
FIRE AND EMERGENCY MEDICAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of February, 2020 by and between **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter "COUNTY"); and the **CITY OF AUBURN**, a municipal corporation chartered by the State of Georgia; the **CITY OF BERKELEY LAKE**, a municipal corporation chartered by the State of Georgia; the **TOWN OF BRASELTON**, a municipal corporation chartered by the State of Georgia; the **CITY OF BUFORD**, a municipal corporation chartered by the State of Georgia; the **CITY OF DACULA**, a municipal corporation chartered by the State of Georgia; the **CITY OF DULUTH**, a municipal corporation chartered by the State of Georgia; the **CITY OF GRAYSON**, a municipal corporation chartered by the State of Georgia; the **CITY OF LAWRENCEVILLE**, a municipal corporation chartered by the State of Georgia; the **CITY OF LILBURN**, a municipal corporation chartered by the State of Georgia; the **CITY OF NORCROSS**, a municipal corporation chartered by the State of Georgia; the **CITY OF PEACHTREE CORNERS**, a municipal corporation chartered by the State of Georgia; the **CITY OF REST HAVEN**, a municipal corporation chartered by the State of Georgia; the **CITY OF SNELLVILLE**, a municipal corporation chartered by the State of Georgia; the **CITY OF SUGAR HILL**, a municipal corporation chartered by the State of Georgia; and the **CITY OF SUWANEE**, a municipal corporation chartered by the State of Georgia, (hereinafter collectively the "Cities"), each of which has been duly authorized to enter into this AGREEMENT.

WITNESSETH:

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of Georgia of 1983, the Cities and the County are authorized to contract with one another for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraph 3(a) provides that any county, municipality, or any combination thereof may provide fire protection, ambulance and emergency rescue services; and

WHEREAS, the Georgia Constitution of 1983, Article 9, Section 2, Paragraph 3(b)(1) prohibits, except as otherwise provided by law, cities or counties from exercising governmental authority within each other's boundaries except by contract; and

WHEREAS, the County and the Cities created a Fire and Emergency Medical Services District (hereinafter "Fire and EMS District") by Joint Resolution dated February 7, 2012; and

WHEREAS, the County and the Cities also entered into an Intergovernmental Agreement concerning the provision of Fire and Emergency Medical Services on February 7, 2012; and

WHEREAS, as part of the required Service Delivery Strategy Update, the County and the Cities have reviewed the existing Fire and EMS District and the existing Intergovernmental Agreement to Provide Fire and Emergency Medical Services; and

WHEREAS, the County and the Cities recognize the need to continue the Fire and EMS District with certain modifications to better serve the needs of all of their citizens and have entered into Joint Resolution Modifying and Continuing a Special Service District for Fire and Emergency Services, contemporaneously with this Agreement; and

WHEREAS, the County and the Cities desire to enter into a new Intergovernmental Agreement concerning the provision of Fire and Emergency Medical Services to modify and continue the provision of fire and emergency medical services consistent with the Joint Resolution

Modifying and Continuing a Special Service District for Fire and Emergency Services and to meet the current needs of all of the citizens of the County and the Cities; and

WHEREAS, the County and the Cities have duly authorized the execution of this Intergovernmental Agreement through appropriate Resolutions adopted by their respective governing bodies;

NOW, THEREFORE, in consideration of the mutual obligations recited below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the County and the Cities do agree and consent to the following:

ARTICLE I

PURPOSE AND TERM

1. The purpose of this Agreement is to define the nature and scope of fire and emergency medical services to be provided by the County within the Fire and Emergency Medical Services District (hereinafter "Fire and EMS District") and to provide for the manner of payment for such services. The Fire and EMS District shall consist of the unincorporated area of Gwinnett County and all of the incorporated areas of Gwinnett County except for the City of Loganville.

2. The term of this Agreement shall be for a period of thirty (30) years from the date of execution.

ARTICLE II

FIRE AND EMERGENCY MEDICAL SERVICES PROVIDED

WITHIN THE FIRE AND EMS DISTRICT

3. The County shall provide fire protection, response, planning, inspection, investigation, and related fire services and EMS services within the Fire and EMS District, including response and transport activities.

4. The County shall have the discretion to modify or discontinue the Fire and EMS Services so long as the above services are provided on a uniform basis to all residents of unincorporated Gwinnett County and of its Cities. Decisions about services will be based upon public needs, business necessity and statutory requirements.

5. The revenues required to fund the provision of the Fire and EMS District, including the construction and maintenance of facilities and the acquisition and maintenance of equipment, shall be derived from fire fees, fire plan review fees, other related fire fees, ambulance fees, other fees related to EMS Services, assessments, property taxes levied and collected solely within the Fire and EMS District for the sole purpose of funding the Fire and EMS Services within said District, and the issuance of debt as permitted by law.

6. The County and Cities agree that this Agreement is not intended to limit the permissible uses of Special Purpose Local Option Sales Tax proceeds (SPLOST) pursuant to Georgia law. SPLOST proceeds may be used for capital outlay projects as set forth in O.C.G.A. § 48-8-110 et seq.

7. The County shall maintain a Fire and EMS District Fund in order to properly segregate the financial matters and records of the Fire and EMS District. Costs, including but not limited to administrative costs as determined through an indirect cost allocation, and revenues attributable to Fire and EMS services shall be accounted for within the Fire and EMS District Fund.

8. Taxpayers in the Cities participating in the Fire and EMS District and the taxpayers in unincorporated areas of Gwinnett County will be assessed at a uniform millage rate for Fire and EMS services for the life of the Fire and EMS District.

ARTICLE III

AMENDMENTS

9. This Agreement may be modified at any time by mutual consent of the County and the Cities, as approved by their respective governing authorities, provided, however, that each City that is a party to this Agreement may enter into additional agreements with the County for the addition and/or deletion of services if such agreements do not abridge the rights of other Cities or impact the rights of such Cities as set forth in this Agreement.

ARTICLE IV

ASSIGNABILITY

10. The County and Cities shall not assign any obligation or benefit of this Agreement without the written authorization of the governing authorities of all parties hereto.

ARTICLE V

ENTIRE AGREEMENT AND SEVERABILITY

11. The County and Cities acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of this Agreement. The County and Cities expressly agree that the prior Intergovernmental Agreement to Provide Fire and Emergency Medical Services entered into on February 7, 2012 shall stand rescinded upon execution of this Agreement. The County and Cities further expressly agree that this Agreement shall supersede any and all other agreements, or portions thereof, in conflict with this Agreement.

12. If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

13. The provisions of this Agreement and any subsequent amendment thereto shall survive any revisions of the Service Delivery Strategy Agreement and the provisions of the Service Delivery Strategy Act.

ARTICLE VI

NOTICES

14. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

- a. If to the City of Auburn:

Mayor
City of Auburn
P. O. Box 1059
Auburn, Georgia 30011

- b. If to the City of Berkeley Lake:

Mayor
City of Berkeley Lake
4040 S. Berkeley Lake Road
Berkeley Lake, Georgia 30096

- c. If to the Town of Braselton:

Mayor
Town of Braselton
4982 Highway 53
Braselton, Georgia 30517

- d. If to the City of Buford:

Chairman
City of Buford
2300 Buford Highway
Buford, Georgia 30518

- e. If to the City of Dacula:

Mayor

City of Dacula
442 Harbins Road
Dacula, Georgia 30019

- f. If to the City of Duluth:

Mayor
The City of Duluth
3167 Main Street
Duluth, Georgia 30096

- g. If to the City of Grayson:

Mayor
City of Grayson
475 Grayson Parkway
Grayson, Georgia 30017

- h. If to the City of Lawrenceville:

Mayor
City of Lawrenceville
70 South Clayton Street
Lawrenceville, Georgia 30046

- i. If to the City of Lilburn:

Mayor
City of Lilburn
76 Main Street
Lilburn, Georgia 30047

- j. If to the City of Norcross:

Mayor
City of Norcross
65 Lawrenceville Street
Norcross, Georgia 30071

- k. If to the City of Peachtree Corners:

Mayor
City of Peachtree Corners
310 Technology Parkway
Peachtree Corners, Georgia 30092

- l. If to the City of Rest Haven

Mayor
City of Rest Haven

428 Thunder Road
Buford, Georgia 30518

m. If to the City of Snellville:

Mayor
City of Snellville
2342 Oak Road
Snellville, Georgia 30078

n. If to the City of Sugar Hill:

Mayor
City of Sugar Hill
4988 West Broad Street
Sugar Hill, Georgia 30518

o. If to the City of Suwanee:

Mayor
City of Suwanee
330 Town Center Avenue
Suwanee, Georgia 30024

p. If to Gwinnett County:

County Administrator
Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, Georgia 30046

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons of a notice stating the change.

IN WITNESS WHEREOF, the County and Cities hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

THE CITY OF AUBURN

BY: _____
LINDA BLECHINGER, MAYOR

ATTEST:

BY: _____
JOYCE BROWN
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
ROBERT JACKSON WILSON
ROBERT JACKSON WILSON, PC
10 LUMPKIN STREET
LAWRENCEVILLE, GEORGIA 30046

THE CITY OF BERKELEY LAKE

BY: _____
LOIS D. SALTER, MAYOR

ATTEST:

BY: _____
TOM ROZIER
CITY ADMINISTRATOR/
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
RICHARD A. CAROTHERS
CAROTHERS & MITCHELL, LLC
1809 BUFORD HIGHWAY
BUFORD, GEORGIA 30518

THE TOWN OF BRASELTON

BY: _____
BILL ORR, MAYOR

ATTEST:

BY: _____
JENNIFER SCOTT
TOWN MANAGER/CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
GREGORY D. JAY
CHANDLER, BRITT, & JAY, LLC
P. O. BOX 1749
BUFORD, GEORGIA 30515-1749

THE CITY OF BUFORD

BY: _____
PHILLIP BEARD
COMMISSION CHAIRMAN

ATTEST:

BY: _____
KIM C. WOLFE
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
GREGORY D. JAY
CHANDLER, BRITT, & JAY, LLC
P. O. BOX 1749
BUFORD, GEORGIA 30515-1749

THE CITY OF DACULA

BY: _____
TREY KING, MAYOR

ATTEST:

BY: _____
JOEY MURPHY
CITY ADMINISTRATOR/CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
ROBERT JACKSON WILSON
ROBERT JACKSON WILSON, PC
10 LUMPKIN STREET
LAWRENCEVILLE, GEORGIA 30046

THE CITY OF DULUTH

BY: _____
NANCY HARRIS, MAYOR

ATTEST:

BY: _____
TERESA LYNN
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
V. LEE THOMPSON, JR.
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.
P. O. BOX 1250
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF GRAYSON

BY: _____
ALLISON WILKERSON, MAYOR

ATTEST:

BY: _____
LAURA PAUL-CONE
CITY ADMINISTRATOR/
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
V. LEE THOMPSON, JR.
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.
P. O. BOX 1250
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF LAWRENCEVILLE

BY: _____
DAVID STILL, MAYOR

ATTEST:

BY: _____
KAREN PIERCE
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
V. LEE THOMPSON JR.
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.
P. O. BOX 1250
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF LILBURN

BY: _____
JOHNNY CRIST, MAYOR

ATTEST:

BY: _____
MELISSA PENATE
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
RICHARD A. CAROTHERS
CAROTHERS & MITCHELL, LLC
1809 BUFORD HIGHWAY
BUFORD, GEORGIA 30518

THE CITY OF NORCROSS

BY: _____
CRAIG NEWTON, MAYOR

ATTEST:

BY: _____
MONIQUE LANG
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
J. PATRICK O'BRIEN
THOMPSON, O'BRIEN, KEMP & NASUTI, P.C.
40 TECHNOLOGY PARKWAY SOUTH, SUITE 300
NORCROSS, GEORGIA 30092

THE CITY OF PEACHTREE CORNERS

BY: _____
MIKE MASON, MAYOR

ATTEST:

BY: _____
KYM CHERECK
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
WILLIAM F. RILEY, JR.
RILEY MCCLENDON, LLC
315 WASHINGTON AVENUE
MARIETTA, GEORGIA 30060

THE CITY OF REST HAVEN

BY: _____
KENNETH WAYCASTER, MAYOR

ATTEST:

BY: _____
MONICA JACOBS
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
GREGORY D. JAY
CHANDLER, BRITT, & JAY, LLC
P. O. BOX 1749
BUFORD, GEORGIA 30515-1749

THE CITY OF SNELLVILLE

BY: _____
BARBARA BENDER, MAYOR

ATTEST:

BY: _____
MELISA ARNOLD
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
ANTHONY O. L. POWELL
POWELL & EDWARDS ATTORNEYS AT LAW, PC
P.O. BOX 1362
LAWRENCEVILLE, GEORGIA 30046

THE CITY OF SUGAR HILL

BY: _____
STEVE EDWARDS, MAYOR

ATTEST:

BY: _____
JANE WHITTINGTON
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
V. LEE THOMPSON, JR.
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.
P. O. BOX 1250
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF SUWANEE

BY: _____
JIMMY BURNETTE, MAYOR

ATTEST:

BY: _____
ELVIRA ROGERS
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
GREGORY D. JAY
CHANDLER, BRITT, JAY & BECK, LLC
P. O. BOX 1749
BUFORD, GEORGIA 30515-1749

**BOARD OF COMMISSIONERS OF
GWINNETT COUNTY, GEORGIA**

BY: _____
CHARLOTTE J. NASH, CHAIRMAN

ATTEST:

BY: _____
DIANE KEMP, COUNTY CLERK
(SEAL)

APPROVED AS TO FORM:

MICHAEL P. LUDWICZAK
COUNTY ATTORNEY
GWINNETT COUNTY LAW DEPARTMENT
GWINNETT JUSTICE AND ADMINISTRATION CENTER
75 LANGLEY DRIVE
LAWRENCEVILLE, GEORGIA 30046-1250

STATE OF GEORGIA

COUNTY OF GWINNETT

INTERGOVERNMENTAL AGREEMENT TO PROVIDE POLICE SERVICES

WITHIN A POLICE SERVICE DISTRICT

THIS AGREEMENT is made and entered into this _____ day of _____, 2020 by and between **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter "COUNTY"); the **CITY OF BERKELEY LAKE**, a municipal corporation chartered by the State of Georgia; the **CITY OF BUFORD**, a municipal corporation chartered by the State of Georgia; the **CITY OF DACULA**, a municipal corporation chartered by the State of Georgia; the **CITY OF GRAYSON**, a municipal corporation chartered by the State of Georgia; the **CITY OF PEACHTREE CORNERS**, a municipal corporation chartered by the State of Georgia; the **CITY OF REST HAVEN**, a municipal corporation chartered by the State of Georgia; and the **CITY OF SUGAR HILL**, a municipal corporation chartered by the State of Georgia, (hereinafter collectively the "Non-Police Cities"), each of which has been duly authorized to enter into this AGREEMENT.

WITNESSETH:

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of Georgia of 1983, the Cities and the County are authorized to contract with one another for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraph 3(a)(2) provides that any county, municipality, or any combination thereof may provide police services; and

WHEREAS, the Georgia Constitution of 1983, Article 9, Section 2, Paragraph 3(b)(1) prohibits, except as otherwise provided by law, cities or counties from exercising governmental authority within each other's boundaries except by contract; and

WHEREAS, the County and the Non-Police Cities created a Special Service District for Police Services (hereinafter "Police Service District") by Joint Resolution dated February 7, 2012; and

WHEREAS, the County and the Non-Police Cities also entered into an Intergovernmental Agreement to Provide Police Services Within a Police Service District on February 7, 2012; and

WHEREAS, as part of the required Service Delivery Strategy Update, the County and the Non-Police Cities have reviewed the existing Police Service District and the existing Intergovernmental Agreement to Provide Police Services Within a Police Service District; and

WHEREAS, the County and the Non-Police Cities recognize the need to continue the Police Service District with certain modifications to better serve the needs of all of their citizens and have entered into Joint Resolution Modifying and Continuing a Special Service District for Police Services, contemporaneously with this Agreement; and

WHEREAS, the County and the Non-Police Cities desire to enter into a new Intergovernmental Agreement concerning the provision of police services within the Police Service District to modify and continue the provision of police services consistent with the Joint Resolution Modifying and Continuing a Special Service District for Police Services and to meet the current needs of all of the citizens of the County and the Non-Police Cities; and

WHEREAS, the County and Non-Police Cities have duly authorized the execution of this Intergovernmental Agreement through appropriate Resolutions adopted by their respective governing bodies;

NOW, THEREFORE, in consideration of the mutual obligations recited below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

and in consideration of the mutual promises contained herein, the County and the Non-Police Cities do agree and consent to the following:

ARTICLE I

PURPOSE AND TERM

1. The purpose of this Agreement is to define the nature and scope of police services to be provided by the County within the Police Service District and to provide for the manner of payment for such services. The Police Service District shall consist of the entire unincorporated area of the County and the incorporated areas of the Non-Police Cities located within Gwinnett County.

2. The term of this Agreement shall be for a period of ten (10) years from the date of execution. The County and the Non-Police Cities agree that any modification of the Police Service District Fund required pursuant to this Agreement or the Joint Resolution Modifying and Continuing a Special Service District for Police Services may be implemented in the County's 2020 fiscal year.

ARTICLE II

POLICE SERVICES PROVIDED WITHIN POLICE SERVICE DISTRICT

3. The County shall provide the following police services within the Police Service District:

- a. Accident Investigation
- b. Alcohol & Vice
- c. Asset Forfeitures
- d. Aviation
- e. Commercial Vehicle Enforcement
- f. Crime Analysis
- g. Crime Prevention
- h. Crime Scene Investigation
- i. Crime Suppression
- j. Criminal Intelligence Analysis
- k. DUI Task Force
- l. Field Intelligence
- m. Gang Unit

- n. Highway Interdiction
- o. Joint Terrorism Task Force
- p. K-9 Teams
- q. Motor Unit
- r. Narcotics
- s. Park Police
- t. Persons/Property Investigations
- u. Property/Evidence
- v. Red Light Camera Enforcement
- w. Scene Investigation
- x. General Law Enforcement Administration
- y. Technical Support
- z. Uniform Police Patrol
- aa. Prosecution of Traffic Violations Occurring within any Non-Police Cities and the unincorporated area of the County.

4. The County reserves the right to modify said services based upon its determination of public necessity, statutory or regulatory requirements, or business or financial necessity; but any such modification shall affect the Police Services District in a uniform and nondiscriminatory manner.

5. The County shall provide to the residents and businesses of the Non-Police Cities the same police services it provides to the residents and businesses of the unincorporated area of Gwinnett County.

6. The Police Service District costs shall include, but not be limited to, administrative costs as determined through an indirect cost allocation, the costs associated with the Gwinnett County Recorder's Court and Recorder's Court Clerk's office, and the portion of the Solicitor's office assigned to prosecute cases within the Recorder's Court.

7. The County shall levy a uniform millage rate within the Police Service District and assess all properties in a uniform manner within the Police Service District.

8. Police Services within the Police Service District including the construction and maintenance of facilities and the acquisition and maintenance of equipment shall be funded through unincorporated area revenues generated by insurance premium taxes and fines, forfeitures, and fees of the Recorder's Court and Clerk's office, other related fees and revenue,

assessments, property taxes collected solely within the Police Service District, and the issuance of debt as permitted by law.

9. The County and the Non-Police Cities agree that this Agreement is not intended to limit the permissible uses of Special Purpose Local Option Sales Tax proceeds (SPLOST) pursuant to Georgia law. SPLOST proceeds may be used for capital outlay projects as set forth in O.C.G.A. § 48-8-110 et seq.

10. The County shall maintain a Police Service District Fund in order to properly segregate the financial matters and records of the Police Service District. Costs and revenues attributable to the Police Service District shall be accounted for in the Police Service District Fund.

ARTICLE III

AMENDMENTS

11. This Agreement may be modified at any time by mutual consent of the County and all Non-Police Cities, as approved by their governing authorities, provided, however, that each Non-Police City that is a party to this Agreement may enter into additional agreements with the County for the addition/deletion of services if such agreements do not abridge the rights of other Non-Police City or impact the rights of such Non-Police Cities as set forth in this Agreement.

12. Any City may elect to opt into or out of the Police Service District one time every seven years during the continuation of the Police Service District upon giving notice in writing to the County of such election. To exercise such option, a City shall adopt a resolution which requests that the County discontinue or commence the provision of police services within the City. To allow for planning and budgeting, as well as adequate transition time, such approved resolution must be delivered to the County at least thirty six months prior to the City's entry into or exit out of the Police Service District. Any such election shall be effective on January 1 of the year following the expiration of the thirty six month transition period. Any such election shall not affect the continuing existence of the Police Service District.

ARTICLE IV
ASSIGNABILITY

13. The County and the Non-Police Cities shall not assign any obligation or benefit of this Agreement without the written authorization of the governing authorities of all parties to the Agreement.

ARTICLE V
ENTIRE AGREEMENT AND SEVERABILITY

14. The County and Non-Police Cities acknowledge that the terms of this Agreement constitute their entire understanding and agreement regarding the subject matter of this Agreement. The County and Non-Police Cities expressly agree that the prior Intergovernmental Agreement to Provide Police Services within a Police Service District entered into on February 7, 2012 shall stand rescinded upon execution of this Agreement. The County and Non-Police Cities further expressly agree that this Agreement shall supersede any and all other agreements, or portions thereof, in conflict with this Agreement.

15. If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

16. The provisions of this Agreement and any subsequent amendment thereto shall survive any revisions of the Service Delivery Strategy Agreement and the provisions of the Service Delivery Strategy Act.

ARTICLE VI
NOTICES

17. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

- a. If to the City of Berkeley Lake:

Mayor
City of Berkeley Lake
4040 S. Berkeley Lake Road
Berkeley Lake, Georgia 30096

- b. If to the City of Buford:

Chairman
City of Buford
2300 Buford Highway
Buford, Georgia 30518

- c. If to the City of Dacula:

Mayor
City of Dacula
442 Harbins Road
Dacula, Georgia 30019

- d. If to the City of Grayson:

Mayor
City of Grayson
475 Grayson Parkway
Grayson, Georgia 30017

- e. If to the City of Peachtree Corners

Mayor
City of Peachtree Corners
310 Technology Parkway
Peachtree Corners, Georgia 30092

- f. If to the City of Rest Haven

Mayor
City of Rest Haven
428 Thunder Road
Buford, Georgia 30518

- g. If to the City of Sugar Hill:

Mayor
City of Sugar Hill
4988 West Broad Street
Sugar Hill, Georgia 30518

- h. If to Gwinnett County:

County Administrator
Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, Georgia 30046

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons of a notice stating the change.

IN WITNESS WHEREOF, the County and Non-Police Cities hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

THE CITY OF BERKELEY LAKE

BY: _____
LOIS D. SALTER, MAYOR

ATTEST:

BY: _____
TOM ROZIER
CITY ADMINISTRATOR/
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
RICHARD A. CAROTHERS
CAROTHERS & MITCHELL, LLC
1809 BUFORD HIGHWAY
BUFORD, GEORGIA 30518

THE CITY OF BUFORD

BY: _____
PHILLIP BEARD
COMMISSION CHAIRMAN

ATTEST:

BY: _____
KIM C. WOLFE
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
GREGORY D. JAY
CHANDLER, BRITT & JAY, LLC
P. O. BOX 1749
BUFORD, GEORGIA 30515-1749

THE CITY OF DACULA

BY: _____
TREY KING, MAYOR

ATTEST:

BY: _____
JOEY MURPHY
CITY ADMINISTRATOR/CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
ROBERT JACKSON WILSON
ROBERT JACKSON WILSON, PC
10 LUMPKIN STREET
LAWRENCEVILLE, GEORGIA 30046

THE CITY OF GRAYSON

BY: _____
ALLISON WILKERSON, MAYOR

ATTEST:

BY: _____
LAURA PAUL-CONE
CITY ADMINISTRATOR/
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
V. LEE THOMPSON, JR.
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.
P. O. BOX 1250
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF PEACHTREE CORNERS

BY: _____
MIKE MASON, MAYOR

ATTEST:

BY: _____
KYM CHERECK
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
WILLIAM F. RILEY, JR.
RILEY MCCLENDON, LLC
315 WASHINGTON AVENUE
MARIETTA, GEORGIA 30060

THE CITY OF REST HAVEN

BY: _____
KENNETH WAYCASTER, MAYOR

ATTEST:

BY: _____
MONICA JACOBS
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
GREGORY D. JAY
CHANDLER, BRITT & JAY, LLC
P. O. BOX 1749
BUFORD, GEORGIA 30515-1749

THE CITY OF SUGAR HILL

BY: _____
STEVE EDWARDS, MAYOR

ATTEST:

BY: _____
JANE WHITTINGTON
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
V. LEE THOMPSON, JR.
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.
P. O. BOX 1250
LAWRENCEVILLE, GEORGIA 30046-1250

**BOARD OF COMMISSIONERS OF
GWINNETT COUNTY, GEORGIA**

BY: _____
CHARLOTTE J. NASH, CHAIRMAN

ATTEST:

BY: _____
DIANE KEMP, COUNTY CLERK
(SEAL)

APPROVED AS TO FORM:

MICHAEL P. LUDWICZAK
COUNTY ATTORNEY
GWINNETT COUNTY LAW DEPARTMENT
GWINNETT JUSTICE AND ADMINISTRATION CENTER
75 LANGLEY DRIVE
LAWRENCEVILLE, GEORGIA 30046-1250

STATE OF GEORGIA

COUNTY OF GWINNETT

**INTERGOVERNMENTAL AGREEMENT TO PROVIDE EMERGENCY MEDICAL
SERVICES WITHIN THE LOGANVILLE EMS DISTRICT**

THIS AGREEMENT is made and entered into this _____ day of February, 2020 by and between **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter "COUNTY"); and the **CITY OF LOGANVILLE**, a municipal corporation chartered by the State of Georgia (hereinafter "LOGANVILLE"), each of which has been duly authorized to enter into this AGREEMENT.

WITNESSETH:

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of Georgia of 1983, the City and the County are authorized to contract with one another for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraph 3(a)(3) provides that any county, municipality, or any combination thereof may provide ambulance and emergency rescue services; and

WHEREAS, the Georgia Constitution of 1983, Article 9, Section 2, Paragraph 3(b)(1) prohibits, except as otherwise provided by law, cities or counties from exercising governmental authority within each other's boundaries except by contract; and

WHEREAS, the County and Loganville created an Emergency Medical Services District (hereinafter "Loganville EMS District") for Loganville by a Joint Resolution dated February 7, 2012;

and

Page 1 of 9

WHEREAS, the County and Loganville also entered into an Intergovernmental Agreement concerning the provision of Emergency Medical Services within the Loganville EMS District on February 7, 2012; and

WHEREAS, as part of the required Service Delivery Strategy Update, the County and Loganville have reviewed the existing Loganville EMS District and the existing Intergovernmental Agreement to Provide Emergency Medical Services within the Loganville EMS District; and

WHEREAS, the County and Loganville recognize the need to continue the Loganville EMS District with certain modifications to better serve the needs of all of their citizens and have entered into Joint Resolution Modifying and Continuing a Special Service District for Loganville Emergency Medical Services, contemporaneously with this Agreement; and

WHEREAS, the County and Loganville desire to enter into a new Intergovernmental Agreement concerning the provision of Emergency Medical Services within the Loganville EMS District to modify and continue the provision of Emergency Medical Services consistent with the Joint Resolution Modifying and Continuing a Special Service District for Loganville Emergency Medical Services and to meet the current needs of all of the citizens of the County and Loganville; and

WHEREAS, the County and Loganville have duly authorized the execution of this Intergovernmental Agreement through appropriate Resolutions adopted by their respective governing bodies;

NOW, THEREFORE, in consideration of the mutual obligations recited below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the County and Loganville do agree and consent to the following:

ARTICLE I

PURPOSE AND TERM

1. The purpose of this Agreement is to define the nature and scope of emergency medical services to be provided by the County within the Loganville EMS District and to provide for the manner of payment for such services. The Loganville EMS District shall consist of that portion of the City of Loganville that lies within Gwinnett County.

2. The term of this Agreement shall be for a period of thirty (30) years from the date of execution.

ARTICLE II

EMERGENCY MEDICAL SERVICES PROVIDED WITHIN

3. The County shall provide the following Emergency Medical Services within the Loganville EMS District:

Ambulance and other services associated with the provision of emergency medical care and transport (hereinafter "EMS services"). Emergency medical response may be delivered via fire equipment based on the County's standard operating procedures.

4. The County shall have the discretion to modify the EMS Services so long as the above services are provided on a uniform basis to all residents of that portion of Loganville which is located in Gwinnett County, and any such modification shall be consistent with the delivery of EMS services throughout the County. Decisions about services will be based upon public needs, business necessity and statutory requirements.

5. The County shall continue to maintain a Loganville EMS District Fund in order to properly segregate the financial matters and records of the Loganville EMS District. Costs, including but not limited to administrative costs as determined through an indirect cost allocation, and revenues attributable to EMS services with the Loganville EMS District shall be accounted for within the Loganville EMS District.

6. EMS services provided pursuant to this Agreement shall be funded from the fund balance currently with the Loganville EMS District Fund until such fund is depleted. Once the funds within the Loganville EMS District Fund are depleted, then property taxes may be collected to fund the District and/or debt may be issued as permitted by law. Any tax and assessment to be assessed against the Loganville EMS District shall be based upon costs calculated using the following formula:

- i. Expenditures and revenues shall be based on the current year's total budgeted figures for the Fire and EMS District Fund.
- ii. Current year's certified digest.
- iii. Net Cost for EMS services shall be 20% of the expenditures of the County Fire and Emergency Services Department less all revenues collected for ambulance fees and other related emergency medical services.
- iv. Net Cost shall be multiplied by the Loganville's percentage of the current year's certified county-wide net tax digest.

7. The County and Loganville agree that this Agreement is not intended to limit the permissible uses of Special Purpose Local Option Sales Tax proceeds (SPLOST) pursuant to Georgia law. SPLOST proceeds may be used for capital outlay projects as set forth in O.C.G.A. § 48-8-110 et seq.

8. Loganville shall have the right to opt out of County-provided EMS services by giving the County notice thereof on or before January 31 of each year so long as such option is approved by the appropriate State authority. To exercise such option, Loganville shall adopt a resolution which requests that the County discontinue EMS services within Loganville and that the Loganville EMS District be dissolved. To allow for planning and budgeting, as well as adequate transition time, such approved resolution must be delivered to the County by January 31 of the calendar

year preceding the calendar year that Loganville will opt out of EMS services provided by the County. Any such election shall be effective January 1 of the year following the delivery of the resolution described in the paragraph. Any portion of the fund balance in the Loganville EMS District fund which has not been spent at the time of dissolution of the Loganville EMS District shall be remitted to Loganville.

9. In the event that the Region 3 Advisory Council of the State Office of Emergency Medical Services authorizes Loganville to opt out of the Loganville EMS District, said District and this Agreement to provide services shall automatically terminate.

ARTICLE III

AMENDMENTS

10. This Agreement may be modified at any time by mutual written consent of both the County and Loganville, as approved by their governing authorities.

ARTICLE IV

ASSIGNABILITY

11. Neither the County nor Loganville shall assign any obligation or benefit of this Agreement without the written authorization of the governing authorities of both the County and Loganville.

ARTICLE V

ENTIRE AGREEMENT AND SEVERABILITY

12. The County and Loganville acknowledge that the terms of this Agreement constitute the entire understanding and agreement regarding the subject matter of this Agreement. The County and Loganville further acknowledge and agree that the Intergovernmental Agreement to Provide Emergency Medical Services within the Loganville EMS District entered into on February 7, 2012 shall stand rescinded upon execution of this Agreement.

13. If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

14. The provisions of this Agreement and any subsequent amendment thereto shall survive any revisions of the Service Delivery Strategy Agreement and the provisions of the Service Delivery Strategy Act.

ARTICLE VI

NOTICES

15. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

- a. If to the City of Loganville:

Mayor
City of Loganville
4385 Pecan Street
Loganville, Georgia 30052

- b. If to Gwinnett County:

County Administrator
Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, Georgia 30046

The County and Loganville may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons of a notice stating the change.

IN WITNESS WHEREOF, the County and Loganville acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County and Loganville on the date indicated herein.

THE CITY OF LOGANVILLE

BY: _____
REY MARTINEZ, MAYOR

ATTEST:

BY: _____
DANNY ROBERTS
CITY MANAGER/CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
C. ROBIN WYATT
C. ROBIN WYATT, PC
2194 NORTH ROAD
P.O. BOX 851
SNELLVILLE, GEORGIA 30078

**BOARD OF COMMISSIONERS OF
GWINNETT COUNTY, GEORGIA**

BY:

CHARLOTTE J. NASH, CHAIRMAN

Attest:

DIANE KEMP, COUNTY CLERK
(SEAL)

APPROVED AS TO FORM:

MICHAEL P. LUDWICZAK
COUNTY ATTORNEY
GWINNETT COUNTY LAW DEPARTMENT
GWINNETT JUSTICE AND ADMINISTRATION CENTER
75 LANGLEY DRIVE
LAWRENCEVILLE, GEORGIA 30046-1250

STATE OF GEORGIA

COUNTY OF GWINNETT

INTERGOVERNMENTAL AGREEMENT TO PROVIDE 911 SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2020 by and between **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter "COUNTY") and the **CITY OF AUBURN**, a municipal corporation chartered by the State of Georgia, the **CITY OF BERKELEY LAKE**, a municipal corporation chartered by the State of Georgia, the **TOWN OF BRASELTON**, a municipal corporation chartered by the State of Georgia, the **CITY OF BUFORD**, a municipal corporation chartered by the State of Georgia, the **CITY OF DACULA**, a municipal corporation chartered by the State of Georgia, the **CITY OF DULUTH**, a municipal corporation chartered by the State of Georgia, the **CITY OF GRAYSON**, a municipal corporation chartered by the State of Georgia, the **CITY OF LAWRENCEVILLE**, a municipal corporation chartered by the State of Georgia, the **CITY OF LILBURN**, a municipal corporation chartered by the State of Georgia, the **CITY OF LOGANVILLE**, a municipal corporation chartered by the State of Georgia, the **CITY OF NORCROSS**, a municipal corporation chartered by the State of Georgia, the **CITY OF PEACHTREE CORNERS**, a municipal corporation chartered by the State of Georgia, the **CITY OF REST HAVEN**, a municipal corporation chartered by the State of Georgia, the **CITY OF SNELLVILLE**, a municipal corporation chartered by the State of Georgia, the **CITY OF SUGAR HILL**, a municipal corporation chartered by the State of Georgia, and the **CITY OF SUWANEE**, a municipal corporation chartered by the State of Georgia, (hereinafter collectively the "Cities", with the Cities of Duluth, Lawrenceville, Norcross, Snellville and Suwanee hereinafter collectively the "911 Cities") each of which has been duly authorized to enter into this AGREEMENT.

WITNESSETH:

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of Georgia of 1983, the Cities and the County are authorized to contract with one another for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraph 3(a)(2) provides that any county, municipality, or any combination thereof may provide police and fire services; and

WHEREAS, Emergency 911 call-taking and dispatch services are essential to the delivery of Emergency Services, including Police, Fire, and Emergency Medical Services; and

WHEREAS, the County currently operates the only Public Safety Answering Point (PSAP) within the geographical boundaries of Gwinnett County; and

WHEREAS, the Constitution of State of Georgia of 1983, Article 9, Section 2, Paragraph 3(b)(1) prohibits, except as otherwise provided by law, cities or counties from exercising governmental authority within each other's boundaries except by contract; and

WHEREAS, the County and the Cities entered into an Intergovernmental Agreement to Provide 911 Services on February 7, 2012 as part of the Service Delivery Strategy Agreement between the County and the Cities; and

WHEREAS, the Intergovernmental Agreement to Provide 911 Services dated February 7, 2012 expires by its terms on February 6, 2022; and

WHEREAS, as part of the required Service Delivery Strategy Update, the County and the Cities have reviewed the existing Intergovernmental Agreement to Provide 911 Services; and

WHEREAS, the Intergovernmental Agreement to Provide 911 Services dated February 7, 2012 will expire by its terms approximately two years after the required Service Delivery Strategy Update has been finalized; and

WHEREAS, the County and Cities desire to enter into a new Intergovernmental Agreement concerning the provision of 911 Services in order to modify and plan for the future funding and provision of 911 Services; and

WHEREAS, the County and Cities also desire to enter into a new Intergovernmental Agreement which would govern the provision of 911 Services throughout the period of the Service Delivery Strategy Update required to be submitted to the Department of Community Affairs in 2020 and future Service Delivery Strategy Updates in order to provide certainty and consistency with regard to the future funding and provision of 911 Services; and

WHEREAS, the County and Cities have duly authorized the execution of this Agreement through appropriate Resolutions adopted by their respective governing bodies.

NOW, THEREFORE, in consideration of the mutual obligations recited below and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and understandings contained herein, the County and the Cities do agree and consent to the following:

ARTICLE I

PURPOSE AND TERM

1. The purpose of this Agreement is to define the nature and scope of 911 call-taking and dispatch services to be provided to all incorporated and unincorporated areas of Gwinnett County, including the Police Service District, the Fire and Emergency Medical Services (EMS) District, and the Loganville EMS District and to provide for the manner of payment for such services.

2. The Intergovernmental Agreement to Provide 911 Services between the County and the Cities entered into on February 7, 2012 shall continue in full force and effect until its expiration on February 6, 2022. Upon its expiration, the Intergovernmental Agreement for 911 Services entered into on February 7, 2012 shall no longer be of any force or effect.

3. Upon expiration of the Intergovernmental Agreement referenced in Paragraph 2, the provisions of this Agreement shall commence immediately and shall continue in full force and effect for a period of thirty (30) years commencing on February 7, 2022.

ARTICLE II

911 SERVICES

4. The County shall operate the only Public Safety Answering Point (PSAP) within the geographical boundaries of Gwinnett County. As such, the County and Cities agree that the County shall be the only jurisdiction to collect 911 fees within the boundaries of Gwinnett County.

5. The County shall provide 911 call-taking and dispatch services to all incorporated and unincorporated areas of Gwinnett County. The County shall ensure that it has the needed resources to answer all emergency and non-emergency calls within the County and direct those calls to the appropriate police or fire jurisdiction.

6. Recognizing that the County is the sole governmental entity in Gwinnett County collecting 911 fees and in order to account for the provision of emergency dispatch services by the 911 Cities, the County will provide a portion of the 911 fees to the 911 Cities to be used to fund and reimburse the actual costs of such services as expressly authorized by O.C.G.A. § 46-5-134(f).

7. Beginning in the County's 2022 fiscal year, the portion of 911 fees to be distributed by the County to the 911 Cities for the costs of services expressly authorized by O.C.G.A. § 46-5-134(f) shall be calculated as follows:

- A. The County shall distribute to the 911 Cities, collectively, 12% of 90% of the total 911 revenues received by the County. The County and Cities recognize that this represents approximately 10.8% of the total 911 revenues received by the County. For purposes of this Agreement, "revenues" shall mean fees, charges, or payments of any kind from any source in conjunction with the

County's operation of its PSAP and/or the operation of its emergency 911 system and interest collected or earned on such sums.

- a. The County shall provide the 911 Cities with an initial estimated total distribution for the 12% described above by October 1, 2021 for fiscal year 2022 911 revenues. For subsequent years, the County shall provide the 911 Cities with an estimated total distribution of the 12% by October 1st for the following fiscal year.
 - b. The allocation of this portion of the 911 revenues among the 911 Cities shall be determined pursuant to a separate agreement solely among the 911 Cities.
 - c. The 911 Cities shall provide the County written notice of the allocation as determined in accordance with b. above no later than November 1, 2021 for 2022 fiscal year 911 revenues. For subsequent years, the 911 Cities shall provide written notice of the allocation annually to the County by November 1st for the following fiscal year.
 - d. The County and the 911 Cities agree that no distribution shall be required to be made by the County until all notices are received and the distribution amounts as requested by the 911 Cities are equal to the total amount of 911 revenues to be distributed under subparagraph 7.A.
- B. The County shall also provide each 911 City with a portion of the remaining 10% of the 911 fees received by the County based upon each 911 City's proportionate share of the County's total population as determined by the most recent census or Atlanta Regional Commission estimates. The proportionate population shall be determined annually.
- C. In addition, the County will reimburse the 911 Cities for the capital costs of purchasing 911 equipment required to maintain compatibility with the

technology, software, computers, furniture and equipment utilized by the County. Any request from a 911 City for reimbursement of the capital costs of 911 equipment must be made in writing to the County. The County approval must be obtained prior to any purchase for which a 911 City plans to seek reimbursement.

D. During the term of this Agreement, the County shall not undertake any action to reduce the revenues, fees, payments or collections of funds associated with the County's operation of its PSAP and/or the operation of its emergency 911 system without the consent of the 911 Cities.

8. With the exception of the funds provided for capital costs, the funds described in Paragraph 7 shall be distributed on a quarterly basis to the 911 Cities based upon the distribution and formulas described above. The payments to 911 Cities shall be paid from the 911 fees described in O.C.G.A. § 46-5-134 received by the County by separate payment to each 911 City. In addition, there shall be an annual reconciliation of the 911 fees received and distributed to ensure that the County and each of the 911 Cities received their proportionate share of 911 revenues in accordance with the allocation of Paragraph 7.

9. The 911 Cities shall only use the portion of the 911 fees paid to them hereunder for costs and expenses specifically authorized in O.C.G.A. § 46-5-134(f) and any funds in excess of the actual costs for reasonable and necessary costs allowable for personnel costs, including benefits, equipment related directly to the processing of all calls, and maintenance of said equipment shall be reimbursed to the County's 911 Special Revenue Fund. Excess costs paid to any 911 City shall be deducted from the first quarterly payment for the next fiscal year. Any shortage in reimbursement paid to any 911 City shall also be reconciled in the first quarterly payment for the next fiscal year.

10. Documentation for actual expenditures for both operating and capital costs as authorized by O.C.G.A. § 46-5-134(f) shall be submitted to the County on a quarterly basis during

each calendar year. Such documentation shall be submitted within thirty (30) days of the close of each calendar quarter. Should any dispute arise regarding any reimbursement proposed by any 911 City, the dispute shall be resolved by a committee of two (2) persons appointed collectively by the Cities and three (3) persons appointed by the County. The decision of the committee shall be final and binding upon the parties.

11. As the County is the entity with the legal responsibility for the proper use of 911 revenues, each 911 City shall provide written confirmation from its external audit firm regarding how the 911 City has spent the 911 revenues it has received and that all uses of the 911 revenues were only for services specifically allowable under O.C.G.A. § 46-5-134(f). This written confirmation shall be submitted by each 911 City to the County within sixty (60) days after the end of the County's fiscal year.

12. During the duration of this Agreement, the 911 Cities agree to not implement or enact a wired or wireless surcharge or to establish their own Public Safety Answering Point (PSAP).

13. The cost and revenues attributable to 911 services shall be accounted for in the County's 911 Special Revenue Fund.

14. Any 911 City may opt to no longer provide call-taking and emergency dispatch services and utilize the County's call-taking and emergency dispatch services at any time during the term of this agreement upon giving the County twelve (12) months written notice. Upon the implementation date (the date the County begins providing call-taking and emergency dispatch services for such 911 City) , the 911 City electing to use the County's services shall no longer receive its portion of the 911 fees and the County shall retain such 911 fees to cover the costs of the call-taking and emergency dispatch services.

ARTICLE III

AMENDMENTS

15. Should any change in the legislation governing the County's collection of revenue or any change in technology result in a decrease of more than ten (10) percent of the revenues defined in Section 7(A) above for two consecutive years, the parties agree to review and revise this Agreement to account for such changes in legislation or technology. In such event, if the parties fail to reach an amendment or new agreement within 180 days of the second calendar year decrease, then this Agreement shall be null and void.

16. This Agreement may be modified at any time by mutual consent of the County and the Cities, as approved by the parties' governing authorities, provided, however, that each City that is a party to this Agreement may enter into additional agreements with the County for the addition and/or deletion of services if such agreements do not abridge the rights of other Cities that are parties to this Agreement or impact the rights of such Cities that are parties to this Agreement as set forth in this Agreement.

ARTICLE IV
ASSIGNABILITY

17. No party shall assign any obligation or benefit of this Agreement without the written authorization of the governing authorities of all parties hereto.

ARTICLE V
ENTIRE AGREEMENT AND SEVERABILITY

18. The County and Cities acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter, rights and remedies of this Agreement. The County and the Cities further expressly agree that this Agreement shall supersede any and all other agreements, or portions thereof, in conflict with this Agreement.

19. If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

20. The provisions of this Agreement and any subsequent amendment thereto shall survive any revisions of the Service Delivery Strategy Agreement between the County and the Cities and the provisions of the Service Delivery Strategy Act.

ARTICLE VI
NOTICES

21. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

- a. If to the City of Auburn:

Mayor
City of Auburn
P. O. Box 1059
Auburn, Georgia 30011

- b. If to the City of Berkeley Lake:

Mayor
City of Berkeley Lake
4040 S. Berkeley Lake Road
Berkeley Lake, Georgia 30096

- c. If to the Town of Braselton:

Mayor
Town of Braselton
4982 Highway 53
Braselton, Georgia 30517

- d. If to the City of Buford:

Chairman
City of Buford
2300 Buford Highway
Buford, Georgia 30518

- e. If to the City of Dacula:

Mayor
City of Dacula
442 Harbins Road
Dacula, Georgia 30019

- f. If to the City of Duluth:

Mayor
City of Duluth
3167 Main Street
Duluth, Georgia 30096

- g. If to the City of Grayson:

Mayor
City of Grayson
475 Grayson Parkway
Grayson, Georgia 30017

- h. If to the City of Lawrenceville:

Mayor
City of Lawrenceville

70 South Clayton Street
Lawrenceville, Georgia 30046

- i. If to the City of Lilburn:

Mayor
City of Lilburn
76 Main Street
Lilburn, Georgia 30047

- j. If to the City of Loganville:

Mayor
City of Loganville
4385 Pecan Street
Loganville, Georgia 30052

- k. If to the City of Norcross:

Mayor
City of Norcross
65 Lawrenceville Street
Norcross, Georgia 30071

- l. If to the City of Peachtree Corners

Mayor
City of Peachtree Corners
310 Technology Parkway
Peachtree Corners, Georgia 30092

- m. If to the City of Rest Haven

Mayor
City of Rest Haven
428 Thunder Road
Buford, Georgia 30518

- n. If to the City of Snellville:

Mayor
City of Snellville
2342 Oak Road
Snellville, Georgia 30078

- o. If to the City of Sugar Hill:

Mayor
City of Sugar Hill
4988 West Broad Street
Sugar Hill, Georgia 30518

p. If to the City of Suwanee:

Mayor
City of Suwanee
330 Town Center Avenue
Suwanee, Georgia 30024

q. If to Gwinnett County:

County Administrator
Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, Georgia 30046

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons of a notice stating the change.

IN WITNESS WHEREOF, the County and Cities hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

THE CITY OF AUBURN

BY: _____
LINDA BLECHINGER, MAYOR

ATTEST:

BY: _____
JOYCE BROWN
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
ROBERT JACKSON WILSON
ROBERT JACKSON WILSON, PC
10 LUMPKIN STREET
LAWRENCEVILLE, GEORGIA 30046

THE CITY OF BERKELEY LAKE

BY: _____
LOIS D. SALTER, MAYOR

ATTEST:

BY: _____
TOM ROZIER
CITY ADMINISTRATOR/
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
RICHARD A. CAROTHERS
CAROTHERS & MITCHELL, LLC
1809 BUFORD HIGHWAY
BUFORD, GEORGIA 30518

THE TOWN OF BRASELTON

BY: _____
BILL ORR, MAYOR

ATTEST:

BY: _____
JENNIFER SCOTT
TOWN MANAGER/CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
GREGORY D. JAY
CHANDLER, BRITT, & JAY, LLC
P. O. BOX 1749
BUFORD, GEORGIA 30515-1749

THE CITY OF BUFORD

BY: _____
PHILLIP BEARD
COMMISSION CHAIRMAN

ATTEST:

BY: _____
KIM C. WOLFE
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
GREGORY D. JAY
CHANDLER, BRITT, & JAY, LLC
P. O. BOX 1749
BUFORD, GEORGIA 30515-1749

THE CITY OF DACULA

BY: _____
TREY KING, MAYOR

ATTEST:

BY: _____
JOEY MURPHY
CITY ADMINISTRATOR/CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
ROBERT JACKSON WILSON
ROBERT JACKSON WILSON, PC
10 LUMPKIN STREET
LAWRENCEVILLE, GEORGIA 30046

THE CITY OF DULUTH

BY: _____
NANCY HARRIS, MAYOR

ATTEST:

BY: _____
TERESA LYNN
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
V. LEE THOMPSON, JR.
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.
P. O. BOX 1250
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF GRAYSON

BY: _____
ALLISON WILKERSON, MAYOR

ATTEST:

BY: _____
LAURA PAUL-CONE
CITY ADMINISTRATOR/
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
V. LEE THOMPSON, JR.
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.
P. O. BOX 1250
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF LAWRENCEVILLE

BY: _____
DAVID STILL, MAYOR

ATTEST:

BY: _____
KAREN PIERCE
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
V. LEE THOMPSON JR.
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.
P. O. BOX 1250
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF LILBURN

BY: _____
JOHNNY CRIST, MAYOR

ATTEST:

BY: _____
MELISSA PENATE
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
RICHARD A. CAROTHERS
CAROTHERS & MITCHELL, LLC
1809 BUFORD HIGHWAY
BUFORD, GEORGIA 30518

THE CITY OF LOGANVILLE

BY: _____
REY MARTINEZ, MAYOR

ATTEST:

BY: _____
DANNY ROBERTS
CITY MANAGER/CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
C. ROBIN WYATT
C. ROBIN WYATT, PC
2194 NORTH ROAD
P.O. BOX 851
SNELLVILLE, GEORGIA 30078

THE CITY OF NORCROSS

BY: _____
CRAIG NEWTON, MAYOR

ATTEST:

BY: _____
MONIQUE LANG
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
J. PATRICK O'BRIEN
THOMPSON, O'BRIEN, KEMP & NASUTI, P.C.
40 TECHNOLOGY PARKWAY SOUTH, SUITE 300
NORCROSS, GEORGIA 30092

THE CITY OF PEACHTREE CORNERS

BY: _____
MIKE MASON, MAYOR

ATTEST:

BY: _____
KYM CHERECK
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
WILLIAM F. RILEY, JR.
RILEY MCCLENDON, LLC
315 WASHINGTON AVENUE
MARIETTA, GEORGIA 30060

THE CITY OF REST HAVEN

BY: _____
KENNETH WAYCASTER, MAYOR

ATTEST:

BY: _____
MONICA JACOBS
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
GREGORY D. JAY
CHANDLER, BRITT, & JAY, LLC
P. O. BOX 1749
BUFORD, GEORGIA 30515-1749

THE CITY OF SNELLVILLE

BY: _____
BARBARA BENDER, MAYOR

ATTEST:

BY: _____
MELISA ARNOLD
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
ANTHONY O. L. POWELL
POWELL & EDWARDS ATTORNEYS AT LAW, PC
P.O. BOX 1362
LAWRENCEVILLE, GEORGIA 30046

THE CITY OF SUGAR HILL

BY: _____
STEVE EDWARDS, MAYOR

ATTEST:

BY: _____
JANE WHITTINGTON
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
V. LEE THOMPSON, JR.
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.
P. O. BOX 1250
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF SUWANEE

BY: _____
JIMMY BURNETTE, MAYOR

ATTEST:

BY: _____
ELVIRA ROGERS
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
GREGORY D. JAY
CHANDLER, BRITT, JAY & BECK, LLC
P. O. BOX 1749
BUFORD, GEORGIA 30515-1749

**BOARD OF COMMISSIONERS OF
GWINNETT COUNTY, GEORGIA**

BY: _____
CHARLOTTE J. NASH, CHAIRMAN

ATTEST:

BY: _____
DIANE KEMP, COUNTY CLERK
(SEAL)

APPROVED AS TO FORM:

MICHAEL P. LUDWICZAK
COUNTY ATTORNEY
GWINNETT COUNTY LAW DEPARTMENT
GWINNETT JUSTICE AND ADMINISTRATION CENTER
75 LANGLEY DRIVE
LAWRENCEVILLE, GEORGIA 30046-1250

STATE OF GEORGIA

COUNTY OF GWINNETT

INTERGOVERNMENTAL AGREEMENT TO MAKE AND RECEIVE PAYMENTS

THIS AGREEMENT is made and entered into this _____ day of _____, 2012 by and between **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter "COUNTY") and the **CITY OF AUBURN**, a municipal corporation chartered by the State of Georgia, the **CITY OF BERKELEY LAKE**, a municipal corporation chartered by the State of Georgia, the **TOWN OF BRASELTON**, a municipal corporation chartered by the State of Georgia, the **CITY OF BUFORD**, a municipal corporation chartered by the State of Georgia, the **CITY OF DACULA**, a municipal corporation chartered by the State of Georgia, the **CITY OF DULUTH**, a municipal corporation chartered by the State of Georgia, the **CITY OF GRAYSON**, a municipal corporation chartered by the State of Georgia, the **CITY OF LAWRENCEVILLE**, a municipal corporation chartered by the State of Georgia, the **CITY OF LILBURN**, a municipal corporation chartered by the State of Georgia, the **CITY OF LOGANVILLE**, a municipal corporation chartered by the State of Georgia, the **CITY OF NORCROSS**, a municipal corporation chartered by the State of Georgia, the **CITY OF PEACHTREE CORNERS**, a municipal corporation chartered by the State of Georgia, the **CITY OF REST HAVEN**, a municipal corporation chartered by the State of Georgia, the **CITY OF SNELLVILLE**, a municipal corporation chartered by the State of Georgia, the **CITY OF SUGAR HILL**, a municipal corporation chartered by the State of Georgia, and the **CITY OF SUWANEE**, a municipal corporation chartered by the State of Georgia (hereinafter collectively "Cities", each of which has been duly authorized to enter into this AGREEMENT.

WITNESSETH:

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of Georgia of 1983, the Cities and the County are authorized to contract with one another for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County and the Cities are required to review and revise their Service Delivery Strategy Agreement this year; and

WHEREAS, the County and the Cities have engaged in extensive negotiations to review and revise their Service Delivery Strategy Agreement as required by O.C.G.A. § 36-70-28; and

WHEREAS, the new Agreements that make up the Service Delivery Strategy Agreement result in changes to funding structures and service provisions within certain Special Districts; and

WHEREAS, the County and Cities recognize that these changes will have a positive impact on Service Delivery for both the County and Cities; and

WHEREAS, the County and Cities recognize the benefit to all residents of Gwinnett County of revising the Service Delivery Agreements in a manner that will provide agreement and stability for many years to come with respect to Service Delivery in Gwinnett County; and

WHEREAS, as an inducement for Cities within Gwinnett County to enter into longer term Intergovernmental Agreements for certain services and to provide certainty and stability for all of the citizens of Gwinnett County, the County agrees to make a one-time payment to each of the Cities.

NOW, THEREFORE, in consideration of the mutual obligations recited below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and understandings contained herein, the County and the Cities do agree as follows:

1. The County shall make a one-time payment in the amount of \$200,000.00 to each of the Cities. The County shall only be obligated to make this one-time payment upon final execution of all Service Delivery Strategy Agreements, submission of same to the Georgia Department of Community Affairs, and verification of same by the Georgia Department of Community Affairs.

2. The County shall make the one-time payment to the Cities within thirty (30) days after notification from the Department of Community Affairs that the revised and updated Service Delivery Strategy Agreement between the County and the Cities has been verified.

3. The County and the Cities further agree that as part of the consideration for this one-time payment, the Cities have agreed to longer terms for certain Intergovernmental Agreements for Services included within the Service Delivery Strategy Agreement of the County and the Cities.

4. The County and the Cities recognize that entering into longer term Intergovernmental Agreements for Services included within the Service Delivery Strategy Agreement is in best interests of all citizens of Gwinnett County.

5. The County and the Cities further recognize and agree that this Agreement does not create any future obligations to make any other payments with respect to update and/or revision of the Service Delivery Strategy of the County and the Cities.

ENTIRE AGREEMENT AND SEVERABILITY

6. The County and the Cities acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of this Agreement.

7. If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the

provision shall be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

8. The provisions of this Agreement and any subsequent amendment thereto shall survive any revisions of the Parties' Service Delivery Strategy Agreement and the provisions of the Service Delivery Strategy Act.

IN WITNESS WHEREOF, the County and Cities, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

THE CITY OF AUBURN

BY: _____
LINDA BLECHINGER, MAYOR

ATTEST:

BY: _____
JOYCE BROWN
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
ROBERT JACKSON WILSON
ROBERT JACKSON WILSON, PC
10 LUMPKIN STREET
LAWRENCEVILLE, GEORGIA 30046

THE CITY OF BERKELEY LAKE

BY: _____
LOIS D. SALTER, MAYOR

ATTEST:

BY: _____
TOM ROZIER
CITY ADMINISTRATOR/
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
RICHARD A. CAROTHERS
CAROTHERS & MITCHELL, LLC
1809 BUFORD HIGHWAY
BUFORD, GEORGIA 30518

THE TOWN OF BRASELTON

BY: _____
BILL ORR, MAYOR

ATTEST:

BY: _____
JENNIFER SCOTT
TOWN MANAGER/CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
GREGORY D. JAY
CHANDLER, BRITT, & JAY, LLC
P. O. BOX 1749
BUFORD, GEORGIA 30515-1749

THE CITY OF BUFORD

BY: _____
PHILLIP BEARD
COMMISSION CHAIRMAN

ATTEST:

BY: _____
KIM C. WOLFE
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
GREGORY D. JAY
CHANDLER, BRITT, & JAY, LLC
P. O. BOX 1749
BUFORD, GEORGIA 30515-1749

THE CITY OF DACULA

BY: _____
TREY KING, MAYOR

ATTEST:

BY: _____
JOEY MURPHY
CITY ADMINISTRATOR/CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
ROBERT JACKSON WILSON
ROBERT JACKSON WILSON, PC
10 LUMPKIN STREET
LAWRENCEVILLE, GEORGIA 30046

THE CITY OF DULUTH

BY: _____
NANCY HARRIS, MAYOR

ATTEST:

BY: _____
TERESA LYNN
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
V. LEE THOMPSON, JR.
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.
P. O. BOX 1250
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF GRAYSON

BY: _____
ALLISON WILKERSON, MAYOR

ATTEST:

BY: _____
LAURA PAUL-CONE
CITY ADMINISTRATOR/
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
V. LEE THOMPSON, JR.
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.
P. O. BOX 1250
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF LAWRENCEVILLE

BY: _____
DAVID STILL, MAYOR

ATTEST:

BY: _____
KAREN PIERCE
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
V. LEE THOMPSON JR.
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.
P. O. BOX 1250
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF LILBURN

BY: _____
JOHNNY CRIST, MAYOR

ATTEST:

BY: _____
MELISSA PENATE
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
RICHARD A. CAROTHERS
CAROTHERS & MITCHELL, LLC
1809 BUFORD HIGHWAY
BUFORD, GEORGIA 30518

THE CITY OF LOGANVILLE

BY: _____
REY MARTINEZ, MAYOR

ATTEST:

BY: _____
DANNY ROBERTS
CITY MANAGER/CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
C. ROBIN WYATT
C. ROBIN WYATT, PC
2194 NORTH ROAD
P.O. BOX 851
SNELLVILLE, GEORGIA 30078

THE CITY OF NORCROSS

BY: _____
CRAIG NEWTON, MAYOR

ATTEST:

BY: _____
MONIQUE LANG
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
J. PATRICK O'BRIEN
THOMPSON, O'BRIEN, KEMP & NASUTI, P.C.
40 TECHNOLOGY PARKWAY SOUTH, SUITE 300
NORCROSS, GEORGIA 30092

THE CITY OF PEACHTREE CORNERS

BY: _____
MIKE MASON, MAYOR

ATTEST:

BY: _____
KYM CHERECK
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
WILLIAM F. RILEY, JR.
RILEY MCCLENDON, LLC
315 WASHINGTON AVENUE
MARIETTA, GEORGIA 30060

THE CITY OF REST HAVEN

BY: _____
KENNETH WAYCASTER, MAYOR

ATTEST:

BY: _____
MONICA JACOBS
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
GREGORY D. JAY
CHANDLER, BRITT, & JAY, LLC
P. O. BOX 1749
BUFORD, GEORGIA 30515-1749

THE CITY OF SNELLVILLE

BY: _____
BARBARA BENDER, MAYOR

ATTEST:

BY: _____
MELISA ARNOLD
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
ANTHONY O. L. POWELL
POWELL & EDWARDS ATTORNEYS AT LAW, PC
P.O. BOX 1362
LAWRENCEVILLE, GEORGIA 30046

THE CITY OF SUGAR HILL

BY: _____
STEVE EDWARDS, MAYOR

ATTEST:

BY: _____
JANE WHITTINGTON
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
V. LEE THOMPSON, JR.
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.
P. O. BOX 1250
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF SUWANEE

BY: _____
JIMMY BURNETTE, MAYOR

ATTEST:

BY: _____
ELVIRA ROGERS
CITY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
GREGORY D. JAY
CHANDLER, BRITT, JAY & BECK, LLC
P. O. BOX 1749
BUFORD, GEORGIA 30515-1749

**BOARD OF COMMISSIONERS OF
GWINNETT COUNTY, GEORGIA**

BY: _____
CHARLOTTE J. NASH, CHAIRMAN

ATTEST:

BY: _____
DIANE KEMP, COUNTY CLERK
(SEAL)

APPROVED AS TO FORM:

MICHAEL P. LUDWICZAK
COUNTY ATTORNEY
GWINNETT COUNTY LAW DEPARTMENT
GWINNETT JUSTICE AND ADMINISTRATION CENTER
75 LANGLEY DRIVE
LAWRENCEVILLE, GEORGIA 30046-1250



SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: GWINNETT COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>NORCROSS</u>	Mayor	Craig Newton		